

# **Attachment E**



## FLORENCE COUNTY SCHOOL DISTRICT THREE

Post Office Drawer 1389 • 125 S. Blanding Street

Lake City, South Carolina 29560

Phone (843) 374-8652 • Fax (843) 374-2946

[www.florence3.k12.sc.us](http://www.florence3.k12.sc.us)

September 23, 2010

Mr. Wayne M. Scott, Vice President  
Internal Audit Division  
Universal Service Administrative Corporation

Subject: Audit of Florence County School District Three for 12-month period  
ending June 30, 2007

Florence County School District 3 is in receipt of your letter dated September 2, 2010 identifying that KPMG, initially engaged to perform the audit of Florence County School District Three for 12-month period ending June 30, 2007, was "unable to complete the review and withdrew from the engagement." Your letter further states, "the withdrawal required the initial reporting of 100% of the SLP support received for the audit period as improper for purposes of IPIA" which as you can imagine is not the district's expectation from the Exit Conference on February 08, 2008.

Mr. Chris Lenhardt, Lead Internal Auditor with Universal Service Administrative Corporation (USAC) contacted Ms. Gloria McFadden in Florence County School District Three as a follow up to your letter and established that we had not received the electronic form in a timely manner in order to respond by the date of September 16, 2010. We do appreciate his cooperation in providing the additional time required to initiate the unanticipated research necessary to provide the supporting documentation needed to support the district's position. This letter is to serve as the Beneficiary Response in providing its response and further supporting documentation that may not have been reviewed by KPMG.

### **Criteria:**

All bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.

### **Documentation**

Florence County District Three retains all documentation related to the RFP process. Although we have every reason to believe that IAD is in possession of the **RFP FCSD3-FY2004-001**, we have attached a copy to this response.

The district received two proposals in response to the request for proposals. Both the Conterra LLC and Trillion Digital Communications documents received in January, 2004 have continued to be retained and were reviewed by KPMG at the time of their visit in February, 2008. We have provided a copy of each bid for your review.

It is regrettable that the RFP Response Evaluation Worksheets were misplaced and not available for KPMG or further review by IAD at this time. However, this memorandum of November 11, 2005 was developed for submission in response to the USAC-SLD FY2005 Selective Review Information Request BEN127203.

Additionally, the participants were interviewed at this time. This memorandum documented and summarized the selection process utilized and detailed the selection factors. The detailed memorandum solidly supports the decision of the selection process. The memo contains one error in that the Trillion pricing was described as including a onetime implementation charge which, of course, was not correct. The memo does reflect the final negotiations with Conterra resulting in the 100 Mbps Full Duplex implementation at the pricing originally proposed for the 10 Mbps Full Duplex option. Developments since with regard to Trillion also support the decision.

#### The Selection Process

The proposal from Trillion Digital Communications in response to RFP FCSD3-FY2004-001 was not appealing to the District for the reasons given in the "To Whom It May Concern Memo", and the following reasons:

- Trillion did not have a good solution for migration from the 54 Mbps Half Duplex proposed system to any type of 100 Mbps solution. To do so would have required replacing all of the radios in the system at great cost to the District.
- Trillion proposed radio towers that were rated for wind gusts up to 60 miles per hour. Conterra radio towers were rated for Category 3 Hurricane force winds (105 miles per hour). The District is located less than 50 miles from the Atlantic Ocean between Cape Fear and Charleston.
- We contacted other Districts (not listed as references by Trillion) and found negative feedback about Trillion – primarily about long delays in implementation or failure to install contracted systems.
- Contact was made with wireless radio vendors and distributors and the responses indicated that Trillion was experiencing financial hardship. Contact was made with wireless radio vendors and distributors regarding Conterra, and we found information that indicated that Conterra was in solid financial standing in the industry and that they had access to sufficient capital from private and public investors.

Based on the information obtained in contacting references of the two bidders, Florence County School District Three determined the Trillion proposal was not in the District's best interest as evaluated on the stated RFP Evaluation Criteria and specifically D on page 12 of 12. Therefore, as permitted in the RFP (page 3 of 12), the Beneficiary opened discussions with Conterra LLC in an effort to obtain the best offer and to best meet the goals and objectives of the district's Technology Plan (reference stated Criteria) In negotiations, Conterra agreed to provide the 100 Mbps Full Duplex solution for the price originally proposed for the 10 Mbps Full Duplex solution. In addition, Conterra agreed to use a radio that could be easily upgraded to 150 Mbps Full Duplex to meet future demand if necessary.

#### Conclusion

The decision by Florence County School District 3 to select Conterra has been a very good decision for the District. The District has a continuing relationship with Conterra and the service and performance has been excellent.

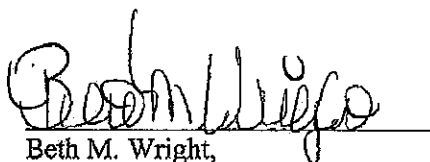
WAYNE SCOTT – AUDIT OF FLORENCE COUNTY SCHOOL THREE

September 23, 2010

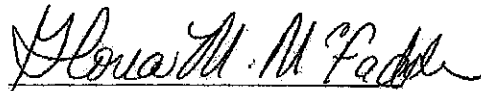
Page 4 of 4

We have each carefully reviewed the statements above and we each certify that the statements made are correct to the best of our knowledge, and that the attachments provided with this response are authentic.

Sincerely,



Beth M. Wright,  
Superintendent



Gloria M. McFadden  
Student Data Coordinator

BMW/sk

cc: Chris Lenhardt, USAC Lead Internal Auditor

Attachments:

September 2, 2010 Wayne M. Scott Letter  
Funding Year 2006 Audit Finding" for FRN 1390918  
Conterra Contract Number 01300401  
Memorandum from Gloria McFadden - To Whom It May Concern Memo  
RFP FCSD3-FY2004-001  
Conterra LLC Proposal  
Trillion Digital Communications Proposal



## FLORENCE COUNTY SCHOOL DISTRICT THREE

Post Office Drawer 1389 • 125 S. Blanding Street

Lake City, South Carolina 29560

Phone: (843) 374-8652 • Fax (843) 374-2946

November 11, 2005

Re: FY2004 Conterra Vender Selection Documentation

To Whom It May Concern:

Florence County School District #3 posted **RFP-FCSD3-FY2004-001** to seek vendors who could install a wireless Wide Area Network (WAN) that would provide high bandwidth to all instructional sites in the District. We received proposal from Conterra, LLC and Trillion Digital Communications. The evaluations were conducted by Gloria McFadden, District Technology Coordinator and George Lusk (a representative of DCS which is the network integration company that provides the District with network support services). The competitive pricing in which the district weighted was based on a period of 5 years: They were as follows:

Conterra, LLC, - One-Time Charge for Engineering and Installation 100 mps Full Duplex system \$69,600.00, plus \$9,469.00 recurring charge each month for 5 years

Trillion Digital communications - One-Time Charge for Engineering and Installation 54 mbps half duplex \$114,720.00, plus \$9,560.00 recurring charge each month for 5 years.

The attached worksheet was used to document the decision but that paperwork was apparently miss-filed; however, as a result of the proposal evaluation scoring and other features the district selected Conterra, LLC. Listed below are some of the additional factors which resulted in the district decision:

The district realizes that to achieve acceptable performance with a wireless WAN, it must have certain characteristics

a. Insurance of non-interference

- i. Only Conterra is capable of providing high-capacity Federal Communications Commission licensed spectrum. The FCC allocates this spectrum for the sole intent of high-capacity, point-to-point services. License spectrum eliminates any current or future interference normally associated with unlicensed systems.



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- ii. Each radio supporting FCC license is monitored and protected from any potential interferers.
- iii. Other wireless providers use the 802.x spectrum, which is non-licensed, and therefore subject to other systems interfering with the district's WAN.
- b. Assurance of certification of company supplying the equipment
  - i. Conterra is the only Certified Gold-Level Value Added Reseller of high capacity licensed radios in the Southeast
  - ii. (there's only a couple in North America and one in Western Canada as we know of).
- c. Latency (the effect of losing bandwidth because of increased interference from non-full duplexed systems).
  - i. Conterra's systems are Frequency Division Duplexing Systems (FDD). These systems eliminate latency. (All 802.11-based systems operate in TDD format and can add up to 25ms of latency per path; this can become an issue With voice over IP services.
- d. The WAN should be fully duplexed. This allows for greater bandwidth availability for the district.
  - i. Conterra's systems are Full duplexed
  - ii. Trillion's system is listed at 54 mbps, only half duplex

The system proposed by Conterra was determined to provide security for the sensitive District information being transmitted. The proposed by Trillion was not secure.

The District chose Conterra as the most secure, most reliable and most cost effective system. It was also the low bid.

Sincerely yours,

A handwritten signature in black ink, reading "Gloria M. McFadden".

Gloria M. McFadden  
Technology Coordinator

040203 FLO3 WAN RFP Evaluation Criteria.xls  
RFP# SD17-FY2004-001

DATE: _____ FIRM: _____			
<b>Proposal Evaluation Scoring</b>			
Weight	Evaluation Criteria	Comments	Score
16%	<b>Cost</b>		
15%	<b>Overall Services Offered including project approach and time schedule</b>		
15%	<b>Understanding of the project and scope of work. Project Approach and Time Schedule.</b>		
14%	<b>Responses of selected past and present Clients of the Firm (the District will select those references to be contacted)</b>		
14%	<b>Qualifications, certifications and credentials of Firm</b>		
14%	<b>Firm's prior experience, and comparability of the Firm's client database as presented in the response</b>		
12%	<b>Proposal Submission in accordance with proposal format described herein</b>		
<b>100%</b>		<b>TOTAL</b>	<b>0%</b>
<div style="text-align: right; margin-bottom: 20px;">           _____ Signed         </div> <div style="text-align: right; margin-bottom: 20px;">           _____ Signed         </div> <div style="text-align: right;">           _____ Signed         </div>			

**PROPOSAL RESPONSE**

**FOR**

**Florence County School District Three**



**Request for Proposal FCSD3-FY2004-001  
WIDE AREA NETWORK CONNECTIVITY,  
TELECOMMUNICATIONS SERVICES,  
AND INTERNET ACCESS**

**FORM 470 APPLICATION #: 300000000490399  
BID OPENING DATE: JANUARY 26, 2004 2:00 PM**

**SUBMITTED TO:  
Florence County School District Three  
125 South Blanding Street  
Lake City SC 29560**

**SUBMITTED BY:  
Pearsall Smith  
Trillion Digital Communications  
308 Anadale Drive  
Charleston, SC 29418  
843-760-6424 Office  
843-813-0090 Cell**



January 19, 2004

Florence County School District 3  
125 South Blanding Street  
Lake City, SC 29560

Dear Florence County School District 3:

Trillion Digital Communications appreciates the opportunity to submit a response to the Florence County School District 3 Request for Proposal. Trillion has successfully been deploying identical type wireless broadband wide area networks (WANs) for almost six (6) years. In fact, our unique approach to system design, provisioning, and maintenance has helped us to provide our customers with wireless broadband service at the lowest total cost of ownership, thus making Trillion the largest wireless broadband WAN provider in the Southeast.

Trillion Digital Communications Inc. strongly desires to form a long-standing partnership with Florence County School District 3. We believe that we can offer significant benefits, support and enhancements to the overall goals of the District in the quest of providing excellent education for the students that attend the schools in the Florence County School District 3 system. We recognize the excellent existing programs offered to the students and the very high level of commitment to continue to excel in providing an outstanding education for each student in the system.

In submitting this proposal, we, (Trillion Digital Communications), understand that Florence County School District Three will determine at their discretion which proposal, if ANY, is accepted. We acknowledge that we, (Trillion Digital Communications), waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection of the final selection of a successful Offerer.

We further acknowledge that Florence County School District 3 has the right to verify and all information submitted by Trillion Digital Communications, to evaluate Trillion Digital Communications' integrity, reliability, and capacity for satisfactory performance, to waive any and all technicalities and to award a contract that is deemed in the best interest of Florence County School District 3.

Trillion's underlying philosophy is simply this – design and provide Florence County School District 3 with a wireless network which delivers efficient, stable communications which will meet the ongoing and future needs of the District, simplify the management of maintaining a wireless network and provide these services at the lowest possible total cost of ownership.

Sincerely,



David T. Jolly  
General Manager, South Carolina

## **Tab 2**

### **Technical Proposal**

The digital wireless broadband network with voice service and equipment proposed by Trillion Digital Communications has been specifically designed to meet the technical requirements for Florence County School District Three.

The following is a description of the service recommended:

A broadband wireless ring has been designed using 54 Mbps half duplex technology to create high speed paths around the county to the primary nodes, with 20 Mbps half duplex links to be provided at all other secondary nodes connecting all schools on the wireless WAN. The design of the wireless WAN offers redundancy to all locations connected by the 54 Mbps technology on the high-speed backbone. The redundancy functionality provides back up routing capability automatically without service interruption to the clients using the network at the time the alternate path is activated. Additionally this network can include 3.0 Mbps bandwidth access to the Internet be established with the access/egress point of presence to be located at the Florence County School District Three BOE Administrative Office. This option provides technology that will support data, voice and video and partitions through QOS paths for each service type.

This high-speed bandwidth creates and allows for expanded bandwidth availability for a robust high-speed fast network that will handle the anticipated bandwidth requirements and high demand applications including voice and video services. This provides the Florence County School District Three system with a turnkey solution.

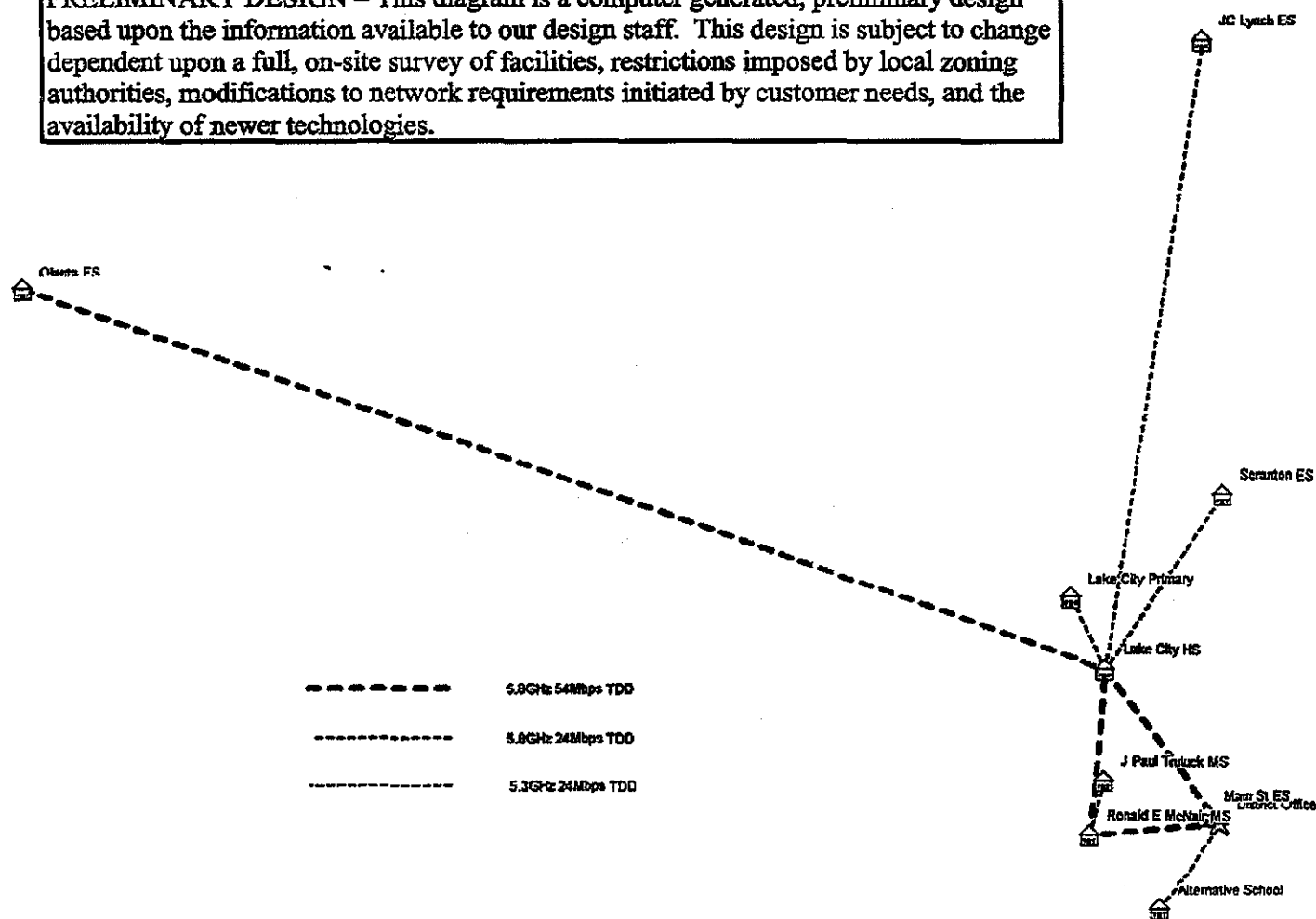
Trillion will provide all necessary and appropriate infrastructure, equipment, monopoles, used to mount antennas, antennas, electronic components (routers/radio cards, switches, connector cabling, fiber cabling), and any other necessary items used in the build out of the network and provide voice service to Florence County School District Three. Network diagrams and equipment specification sheets are included in this section.

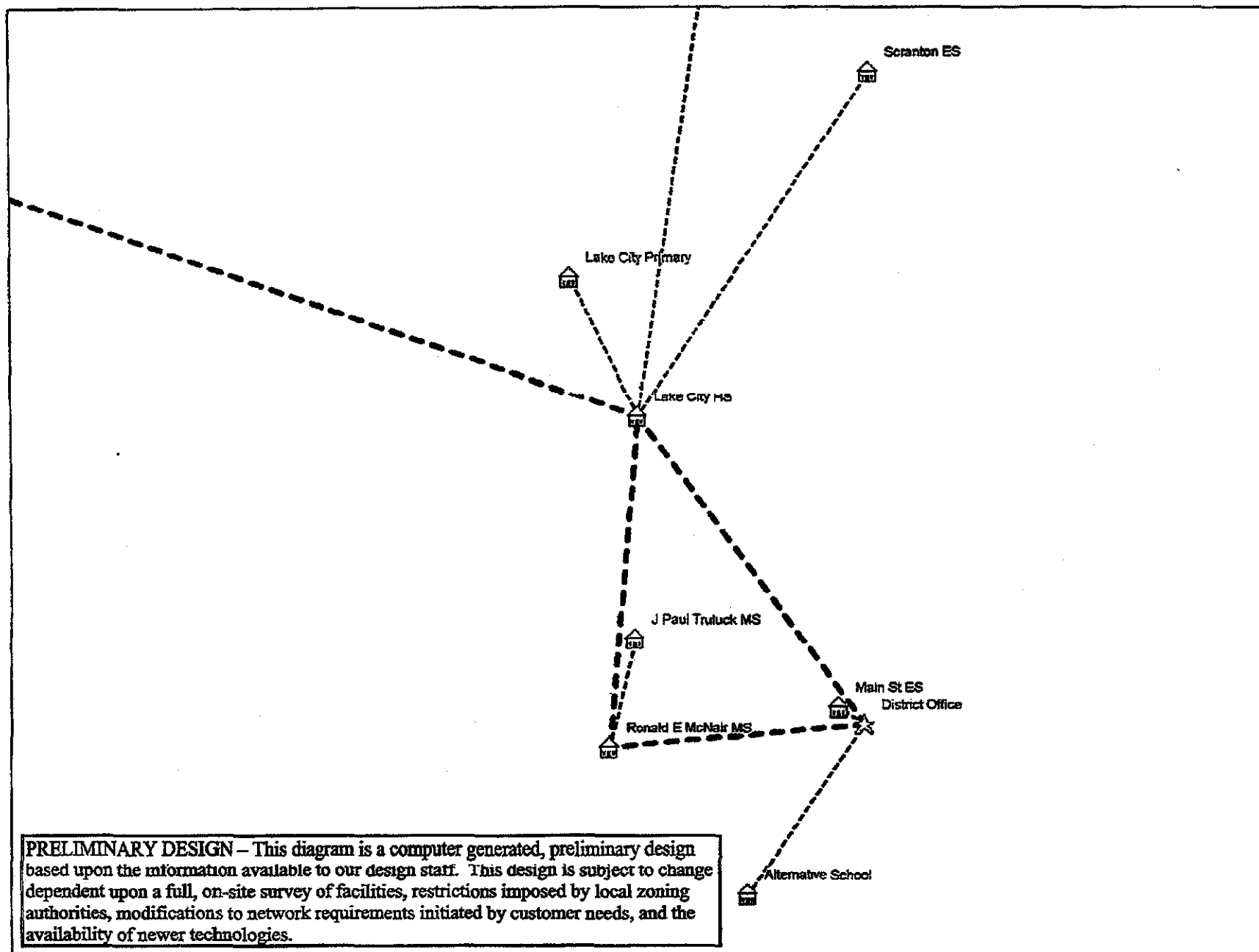
All electronic components used by Trillion in the provisioning of the wireless network will be housed in self contained cabinets mounted outside of the premises either on the monopoles, or in case of building mount antennas, on the side of the building when the roof top antennas may be utilized. A fiber pair is used to connect from the equipment cabinet used by Trillion into and connecting to the interface point at the LAN switch inside each site. A 20 amp AC circuit is required for power at each site where Trillion provides wireless network service.

Florence County School District Three will maintain all internal IP addresses, and continue to utilize those addresses unless the current network provider owns them. Trillion will assist, if necessary, and coordinate the complete cutover from any existing network provider to the Trillion Wireless network. Trillion will provide any new public IP addresses needed in the changeover. Trillion network engineers assume full responsibility for the re-assignment of addresses, and work with the responsible personnel within school system to insure a successful cutover.

## Florence District 3, SC

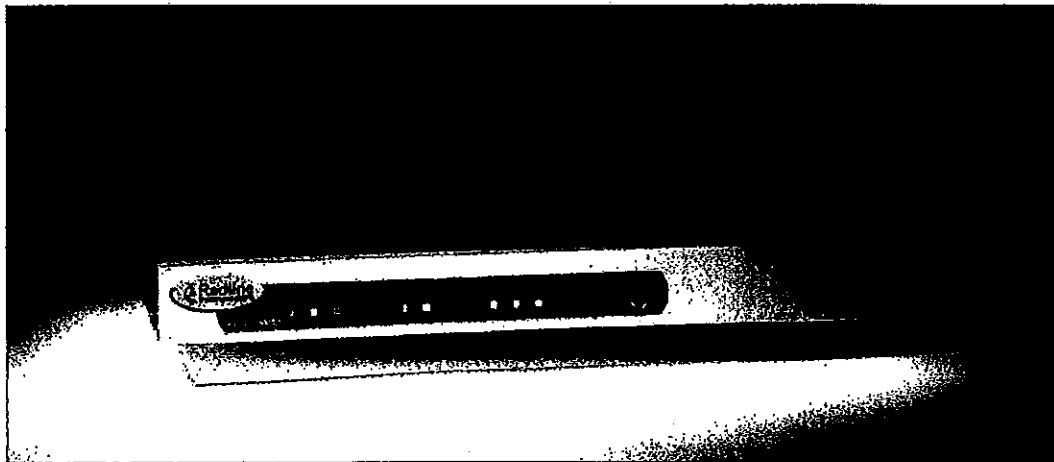
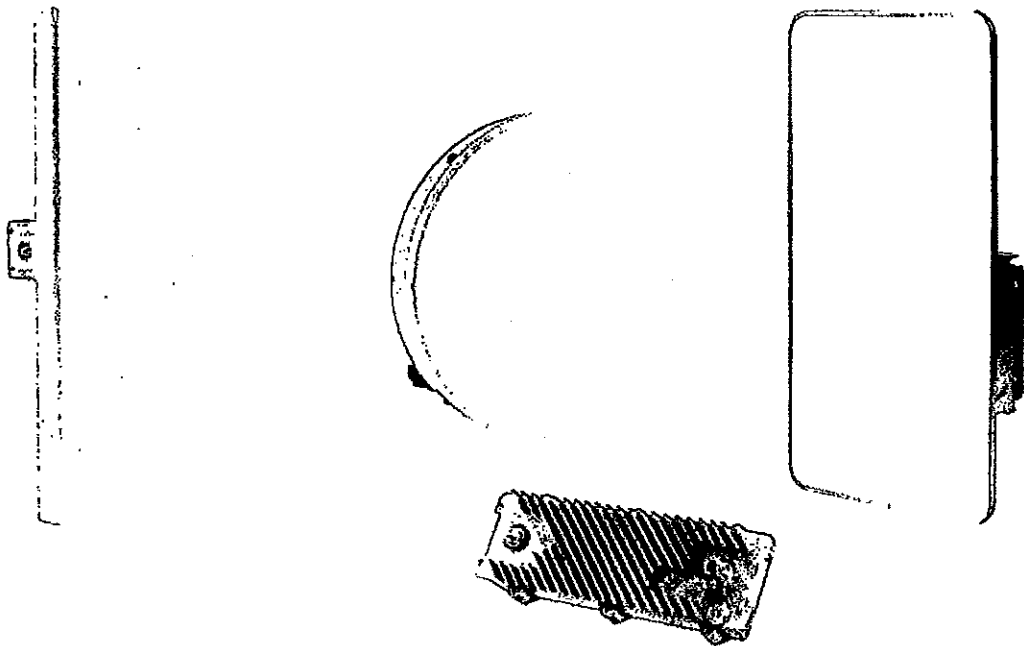
**PRELIMINARY DESIGN** – This diagram is a computer generated, preliminary design based upon the information available to our design staff. This design is subject to change dependent upon a full, on-site survey of facilities, restrictions imposed by local zoning authorities, modifications to network requirements initiated by customer needs, and the availability of newer technologies.





# AN-50

...solving the first mile challenge



- ☐ Broadband fixed wireless system
- ☐ Over the-air rates up to 72Mbps
- ☐ Ranges beyond 80km / 50 miles
- ☐ Non line-of-sight capabilities
- ☐ 5.8 GHz unlicensed band

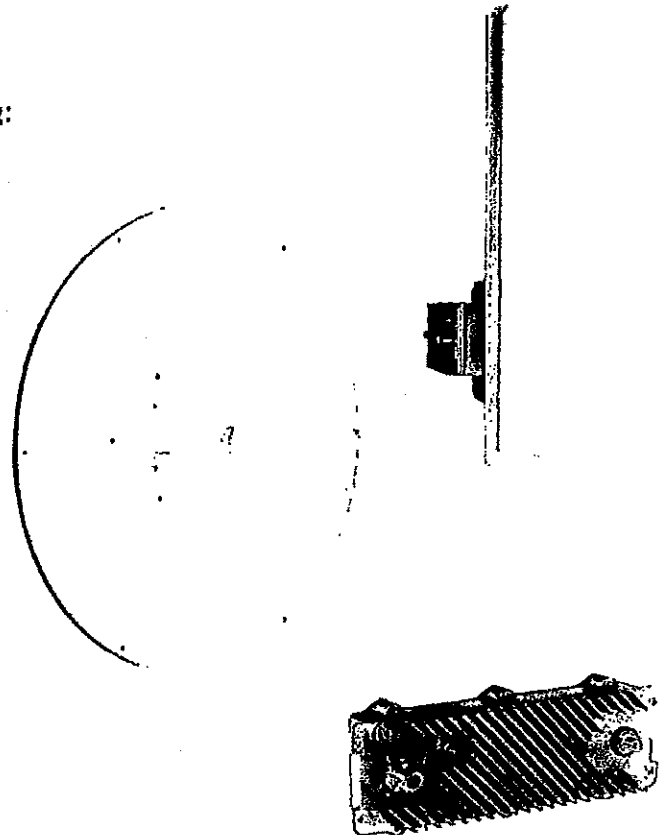


## APPLICATIONS

Wireless technology has existed for many years, proving itself to be a reliable communication medium, primarily for long-haul point-to-point applications supporting critical links for telephony and broadcast services. With the surge in broadband two-way Ethernet/internet use, fixed wireless systems are playing an even more important role in supporting network infrastructures.

The AN-50 is a leading-edge system for addressing:

- ▣ Building-to-building connectivity for enterprise
- ▣ Backhaul for ISPs and Wireless ISPs
- ▣ Backhaul for cellular/mobility operators
- ▣ High-capacity surveillance and telemetry
- ▣ Facilities-based service providers
- ▣ Campus networking
- ▣ Disaster recovery
- ▣ Large enterprise VPN
- ▣ TLS (transparent LAN services)
- ▣ MTU (multi tenant units)
- ▣ MBU (multi business units)
- ▣ MDU (multi dwelling units)
- ▣ WPN (wireless private network) applications
- ▣ Extensions/alternatives to fiber optic networks



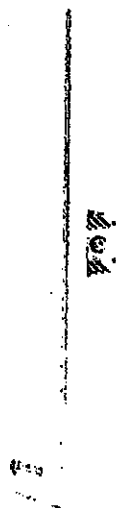
For more information on AN-50 technology, applications and features visit our web site at [www.redlinecommunications.com](http://www.redlinecommunications.com)

*Redline is an innovative company providing broadband fixed wireless access (BFWA) solutions to solve the first mile connectivity challenges of businesses and residential users. The company was founded to address a worldwide market need for cost-effective high-performance network solutions based on ground-breaking second-generation technology that has the robustness to perform in non-line-of-sight deployment conditions.*

## THE AWARD-WINNING AN-50



Redline's AN-50 system is a high-speed wireless Ethernet bridge configured for point-to-point (PTP) operation, upgradable to point-to-multipoint (PMP) operation. Accommodating both backhaul and access functions, the AN-50 system is the industry's first true high-performance, high-capacity, multi-services OFDM platform available in a cost-effective package. Its intuitive remote management-through-web interface adds to a system that's remarkably easy to use and install.



The AN-50 system delivers an over-the-air rate of up to 72 Mbps, equivalent to 45 Mbps at the Ethernet level. With a robust non-line-of-sight (NLOS) capability, long IF cable support for tower and high-rise installations, audible antenna alignment and diagnostic capabilities for Ethernet and wireless, the AN-50 addresses the most challenging of deployment scenarios and makes installation and support hassle free. Unlike other systems, the AN-50 boasts nine channels that can be assigned during deployment on a best-performance basis.

The AN-50 system operates in the license-exempt band of 5.8 GHz and includes advanced technologies to address potential inter-cell interference issues. Maximizing spectral efficiency is a critical factor that directly impacts the bottom line. The AN-50 rises to this challenge with a unique patented bi-directional adaptive modulation technique, automatically selecting any of eight modulation schemes (from BPSK to 64 QAM) in order to adjust to link quality degradation while providing the highest throughput for a given deployment scenario.



The AN-50 employs several techniques to address propagation anomalies associated with fixed wireless deployments, the most critical of which is multipath. The system utilizes OFDM to increase robustness in NLOS and near-LOS links, ARQ to efficiently correct bit errors at the RF level, and adaptive coding to optimize performance on a burst-to-burst basis.



## AN-50 System Specifications

System Capability:	Non-line-of-sight operations, PTP mode and PMP mode *									
RF Band:	5.725 - 5.825 GHz (license-exempt band)									
Channel Frequencies:	Channel:	1	1A	2	2A	3	3A	4	4A	5
	Freq (GHz)	5.735	5.745	5.755	5.765	5.775	5.785	5.795	5.805	5.815
Channel Size:	20 MHz									
RF Dynamic Range:	> 50dB									
Over The Air Rate:	Up to 72 Mbps per channel									
Maximum TX Power:	-20 to +20dBm (channel dependent and region specific)									
Rx Sensitivity:	-86dBm to 6 Mbps									
IF Cable:	<ul style="list-style-type: none"><li>• Maximum length up to 250 ft (76m) using RG5U</li><li>• Maximum length up to 500 ft (152m) using high-grade RG11U</li><li>• Greater than 500 ft (152m) using LMR cabling</li><li>• Maximum allowable losses at 2.5 GHz:<ul style="list-style-type: none"><li>RG6: 10dB/30m (100 ft) at 25C</li><li>RG11: 5dB/30m (100 ft) at 25C</li></ul></li></ul>									
Network Attributes:	<ul style="list-style-type: none"><li>• Multiplexed IF, DC power, control (Tx/Rx, AGC, APC)</li><li>• Transparent bridge</li><li>• DHCP pass-through</li><li>• VLAN pass-through</li><li>• 802.3x Ethernet flow control</li><li>• 802.1p network traffic prioritization</li></ul>									
Modulation/Coding:	Dynamic Adaptive Modulation (bi-directional burst to burst) auto selects: <ul style="list-style-type: none"><li>• 1/2 BPSK • 3/4 BPSK • 3/4 QPSK • 3/4 QPSK</li><li>• 1/2 16QAM • 3/4 16QAM • 2/3 64QAM • 3/4 64QAM</li></ul>									
Over The Air Encryption:	Proprietary 64-bit encryption									
Coding Rates:	1/2, 2/3 and 3/4, adaptive coding (burst to burst)									
PMP MAC:	<ul style="list-style-type: none"><li>• Polling-based scheduler *</li></ul>									
Error Correction:	<ul style="list-style-type: none"><li>• Automatic repeat request (ARQ)</li></ul>									
Bandwidth Efficiency:	<ul style="list-style-type: none"><li>• Concatenation / Fragmentation *</li></ul>									
Range:	<ul style="list-style-type: none"><li>• Over 10 km / 6 miles non-line-of-sight with high-gain PTP antennas</li><li>• Over 80 km / 50 miles (line-of-sight with high-gain PTP antennas)</li></ul>									
Network Services:	Transparent to 802.3 services and applications									
Duplex Technique:	Dynamic TDD (time division duplex)									
Wireless Transmission:	OFDM (orthogonal frequency division multiplexing)									
Backhaul Connection:	10/100 Ethernet (RJ45)									
System Configuration:	<ul style="list-style-type: none"><li>• Web interface and SNMP</li><li>• CLI via Telnet and Local Console</li></ul>									
Power Requirements:	110/220/240 VAC (auto-sensing), 50/60Hz, 39W maximum									
Temperature Range:	<ul style="list-style-type: none"><li>• AN-50 Terminal: 32F to 131F / 0C to +55C</li><li>• T-58: -40F to +140F / -40C to +60C</li></ul>									
Wind Loading:	Exceeding 137 mph / 220 km/hr (antenna specific)									
Physical Configuration:	AN-50 Terminal, AN-50 Radio (transceiver + antenna)									
AN-50 Dimensions:	17" x 12" x 1.75" / 432mm x 305mm x 45mm									

Specifications subject to change without notice

\* Upcoming release

Redline Communications Inc.

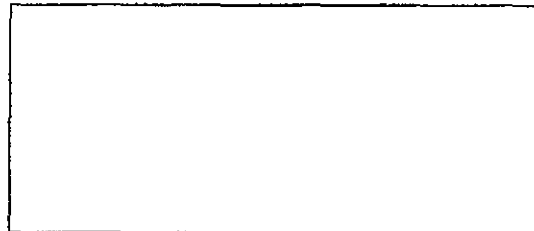
Phone: (905) 479-8344

Fax: (905) 479-7432

[www.redlinecommunications.com](http://www.redlinecommunications.com)

North American Inquiries: [nainfo@redlinecommunications.com](mailto:nainfo@redlinecommunications.com)

International Inquiries: [intlinfo@redlinecommunications.com](mailto:intlinfo@redlinecommunications.com)





## **Tab 2**

### **SERVICES AND SUPPORT**

#### **Integrated Service Solutions**

Trillion offers a wide range of telecommunication products and services. Trillion's core services are: high-speed "last-mile" connectivity, high-speed Internet access, technical support and training. To complement our core services, Trillion offers other value-added services called Integrated Service Solutions that are included in our Total Network Solution at no additional cost.

Trillion's Integrated Service Solutions are set up to reduce the customer's Total Cost of Ownership and are eligible for E-Rate discounts through SLD for schools and libraries. These services reduce the overall technology costs and allow our customers to better utilize their current technical resources on other important needs. With no upfront costs, Trillion makes it easy and affordable for all of our customers to have broadband connectivity.

Trillion's Integrated Service Solutions include:

Firewall	VPN
Content Filtering	EMAIL
SPAM Filtering	CHAT
Portal	INSTANT MESSENGER

#### **24 x 7 Proactive Monitoring Services and Help Desk**

Trillion provides 24x7 network operations center (NOC) customer support and customer service for our clients. Proactive network monitoring is performed; this group uses appropriate state of the art monitoring tools.

The NOC customer support provides a 800 number for toll free trouble reporting, and within 15 minutes after a trouble is reported, a customer service representative provides feedback to the client regarding the disposition of the problem reported to the NOC as well as any dispatch instructions as necessary. Consistent follow up and feedback with the client is maintained until problem resolution is attained

Online trouble ticketing for customer interaction will be a standard offering April 1, 2004.

## **Support Model**

Trillion's support is based on a three tier support model that is unique in the communications industry. Trillion's support model includes:

*Trillion 800 Number Corporate Support Center*  
*Trillion Field Support in South Carolina*  
*Trillion South Carolina Management Team*

Trillion's Three Tier Support is included as part of the cost for service.

Our proposals include Trillion 800 Number Service into our Corporate Support Center. A single point of contact, will answer your calls into the center-they will be aware of your network design and familiar with your network. You don't spend wasted time answering questions about your network.

A Trillion Field Support person will be assigned directly to your network. Trillion Field Support will respond on site to any location if required by the Support Center.

You will have full access to the South Carolina Management team headed by David Jolly and consisting of Tina Lockwood, Robert Colburn and Pearsall Smith.

Trillion will work with you in a true partnership. We understand that your network support requirements are unique and we partner with you to identify your needs prior to the start of the network project and continue to enhance the network support structure as the network matures.

## 24 x 7 Problem Management and Escalation Procedures

### Escalation Order:

- 1) Network Operations Manager
- 2) Director of Outside Plant Operations
- 3) President
- 4) Chief Operating Officer

- I. Upon discovery of a problem with a provided service to an existing customer, the response times and escalation events shall occur in 15 minute increments as follows:

**A. 0-15mins**      *Must either solve the problem, have someone on-site working the problem, or perform First Escalation:*

1. Perform thorough remote troubleshooting:
  - a) Ping device
  - b) Log into next upstream device and check link
  - c) Reboot next upstream device
  - d) Check link again for improvement
  - e) Ping trouble device
2. Initiate trouble ticket
3. Determine options for resolution:
  - a) Is there a crew in or near the area?
  - b) If there is no crew in the area, is there a crew available for dispatch?
  - c) Is Technical Support available for dispatch?
  - d) Is there a crew working on a non-production item that may be re-routed?
  - e) Is the Technology Coordinator located near the site? If a hard boot is all that is needed, can we ask him/her for assistance? Does he/she have access to the site?
4. Contact department manager for dispatch:
  - a) If Tech dispatch is required, notify Network Operations Manager
  - b) If Maintenance Field Crew dispatch is required, notify Director of Outside Plant Operations

**B. 15-30mins**      *Must either solve problem, have someone on-site, have someone in transit to site, or perform Second Escalation:*

1. If there is no course of immediate action available, perform First Escalation:
  - a) Refer problem to Network Operations Manager
  - b) Wait for further instructions

2. If a course of action is available:
  - a) Contact customer to describe problem and action plan
  - b) Initiate action plan
  - c) Update Trouble Ticket with action plan
  - d) Wait for updates from assigned support personnel
  - e) If support personnel indicate that additional systems must be taken offline for repair, inform customer of expected downtime
  - f) If support personnel must leave a site without resolution, inform customer
  - g) When problem is resolved, inform customer
3. If problem has been escalated, report back to escalation point with updates

**C. 30-60mins**

1. If Network Operations Manager does not respond, continue escalation until problem is handed off to someone in the chain.
2. Wait for instructions from Escalation Contact and provide customer with updates.

**Weekend Support**

1. During the weekend, support personnel will only be dispatched for those customers who have provided Trillion with a weekend contact number. Before contacting anyone, refer to the weekend support contact list.
2. Contact the customer to determine course of action. Does the customer have access to the site? Does he/she want us to dispatch or wait until Monday?
3. Contact the Trillion Field Support Personnel that is on-call for dispatch. Inform him of the problem and action plan.
4. If the customer has requested dispatch, contact the customer to let him know the estimated time of arrival of Trillion Support. If possible, offer to call customer again when Trillion Support is near the area so that the customer does not have to wait.
5. If problem cannot be resolved to the customer's satisfaction, perform Escalation Procedures outlined above.

## FLORENCE COUNTY SCHOOL DISTRICT THREE WIDE AREA NETWORK PRICING

Product/Service	Total Number of Sites	Monthly Per Site Cost	Total Monthly Cost	Total Yearly Cost	E-Rate Eligible Services
Option One-54 Mbps half duplex ring with 20 Mbps half duplex links and no internet access	10	\$ 788.00	\$7,880.00	\$94,560.00	Yes
Option Two -54 Mbps half duplex ring with 20 Mbps half duplex links and 3.0 Mbps internet access	10	\$ 956.00	\$9,560.00	\$114,720.00	Yes

1. The above pricing is prior to any eligible e-rate discount and based on a five year contract.
2. The above pricing includes all equipment necessary to provide service.
3. The above pricing includes integrated services and support as listed in Tab 2.

#### Service Provided Out of E Rate Cycle

Plans for construction, and start of the installation of the wireless network can be activated at the time that the Florence County School District Three provides Trillion with notification to move forward. The system could be fully deployed and operational by June 1, 2004, (90 days to complete) should Florence County School District Three so desire. The billing for service would began at the time that Trillion was notified to start the plans for construction. Florence County School District Three would be responsible for the total monthly cost for service until such time that the E rate funds process became activated. When the E rate cycle for round 7 starts, (July1, 2004), Florence County School District Three would only be responsible for the portion of the amount owed that E rate would not pay starting July 1, 2004.

#### Service Provided In The E Rate Cycle

Plans for construction and start of installation of the wireless network can be activated to parallel the 2004-2005 E rate year. This next E Rate cycle starts on July 1, 2004. The system can be fully deployed and operational within approximately 90 days from the date that Florence County School District Three notified Trillion to start the plans for construction. Florence County School District Three would be responsible for the portion of the cost for the network that the E rate program did not pay. The billing for service would began at the start of the E rate cycle for round 7, July 1, 2004. Florence County School District Three would only be responsible for the non-E rate cost of the system.



## TRILLION DIGITAL COMMUNICATIONS, INC. MASTER SERVICES AGREEMENT

The MASTER SERVICES AGREEMENT (the "Agreement") dated as of \_\_\_\_\_, 20\_\_ by and between Trillion Digital Communications, Inc., an Alabama corporation ("Trillion"), and \_\_\_\_\_ (the "School Board").

Trillion has submitted a proposal to School Board for the delivery of certain telecommunication services and the lease of certain equipment to School Board for its schools. Trillion and School Board contemplate that funding for a substantial portion of the fees payable by School Board to Trillion for such services and equipment will be provided by the Schools and Libraries Universal Service Support Mechanism, a federal government program commonly referred to as E-rate ("E-rate"), which is administered for the Federal Communications Commission by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company. School Board wishes to accept Trillion's proposal and to engage Trillion on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

**1. DELIVERY OF SERVICES.** School Board Hereby Engages Trillion To Provide During The Term (As Defined Below) The Services Listed In Exhibit A Attached Hereto Under The Heading Services Provided (Collectively, The "Services"), At The Schools And Other Locations Listed In Exhibit A Under The Heading Service Locations (Collectively, The "Service Locations"). Trillion Hereby Accepts Such Engagement On The Terms And Conditions Set Forth Herein.

### **2. LEASE OF LEASED EQUIPMENT; POLE AND RADIO EQUIPMENT LICENSE.**

**2.1** Trillion hereby leases to School Board, and School Board hereby leases from Trillion, for the Term and upon the terms and conditions set forth herein, the items of equipment to be set forth in the appendix provided for in Section 3 hereof (collectively, the "Leased Equipment").

**2.2** School Board hereby grants to Trillion an exclusive, non-revocable license ("License") to use those certain parcels of real property at the Service Locations to be set forth in the appendix provided for in Section 3 hereof (the "Land") in order to install, operate and maintain certain poles and antennae (collectively, the "Poles") thereon and to place certain buildings or enclosures (the "Buildings") thereon; in addition to the Leased Equipment, Trillion may also install and maintain on the Land, on the Poles, and within the Buildings such other equipment (the "Radio Equipment") as Trillion determines may be necessary or compatible with the conduct of Trillion's business such as emergency generators and other broadcasting, relay, receiving, and related equipment. Trillion or its agents or representatives shall be entitled to enter the parcels of Land during reasonable business hours to inspect, install, maintain and service the Poles, Buildings, and Radio Equipment.

**2.3** It is expressly understood that all rights granted to Trillion under this License are irrevocable until five years after the expiration or earlier termination of the lease of the Leased Equipment and provision of the Services as provided for in this Agreement. Trillion may use the Poles, Buildings, and Land for any activity in connection with the provision of telecommunications and other communications services as Trillion determines may be necessary or compatible with the conduct of Trillion's business. Trillion may make any substitutions to or modifications of the Poles and the Radio Equipment as it determines may be necessary or compatible with the conduct of Trillion's business.

**2.4** In addition to the aforesaid License, School Board hereby grants to Trillion a non-exclusive right to install transmission cables and lines between the Poles and the Service Locations in connection with Trillion's use, maintenance, and operation of the Leased Equipment.

### **3. APPENDIX.**

**3.1** School Board acknowledges and agrees that the detailed list of Leased Equipment cannot be finalized until Trillion completes its engineering and design component of the Services with respect to each Service Location, and that such engineering and design component of the Services will not be completed until some period of time after School Board receives from SLD the funding commitment decision letter or similar SLD document (the "SLD Funding Commitment"). School Board further acknowledges and agrees that the determination of the specific location of the parcels of Land at each Service Location will be made in conjunction with Trillion's performance of the engineering and design component of the Services with respect to each Service Location. Promptly following the conclusion by Trillion of its engineering and design component of the Services with respect to each Service Location, Trillion shall prepare and deliver to School Board the proposed appendix, which shall identify, for each Service Location, the specific items of Leased Equipment and the specific location of the Land (the "Appendix").

**3.2** School Board shall promptly review and notify Trillion of any objections to the proposed Appendix. If School Board has not notified Trillion of any objections to the proposed Appendix within 14 days of School Board's receipt of the proposed Appendix, School Board shall be deemed to have accepted the proposed Appendix. If School Board notifies Trillion of any objections to the proposed Appendix within such 14 day period, the parties shall use commercially reasonable efforts to resolve School Board's objections and finalize the Appendix. As soon as the Appendix is finalized and agreed upon by School Board and Trillion, each party shall initial each page of the Appendix and attach the Appendix to this Agreement. The Appendix, upon its attachment to this Agreement, shall become part of this Agreement.

### **4. TERM.**

**4.1** The initial term (the "Initial Term") of this Agreement with respect to the provision of the Services and the lease of the Leased Equipment shall be for a period of 5 years, beginning on the date listed in Exhibit A attached hereto opposite the heading Commencement Date (the "Commencement Date"), and ending on the day prior to the fifth anniversary of the Commencement Date, unless sooner terminated in accordance with the terms and conditions as herein set forth.

**4.2** With respect to the provision of the Services and the lease of the Leased Equipment, this Agreement shall automatically renew for 3 additional consecutive periods of 5 years each (individually, a "Renewal Term") upon the same terms and conditions as herein set forth, except as provided in Section 5 hereof regarding monthly payments to Trillion, unless School Board gives written notice of termination at least 30 days prior to the end of the Initial Term or a Renewal Term, as applicable.



## 5. PAYMENTS TO TRILLION.

### 5.1 Fee Payments.

- (a) **E-Rate Program Funding.** The total fee payable to Trillion for the Services (including engineering, construction, and design) and its lease of the Leased Equipment in accordance with the terms of this Agreement is comprised of (1) the amount paid directly to Trillion by, and funded under, the E-Rate Program (the "E-Rate Program Payment"), and (2) amounts paid directly to Trillion by School Board. On an annual basis, School Board will project the E-Rate Program Payment to be made to Trillion for the next 12 month period, and notify Trillion of such projected amount. The initial annual amount owed directly by School Board for each twelve-month period during the Term will be equal to the difference between the Total Annual Cost and the projected E-Rate Program Payment (the "Projected Net Annual Payment").
- (b) **Total Contract Cost.** School Board agrees to pay Trillion the Total 5 Year Contract Cost for the Services as set forth in Exhibit A (Fees for Services) as follows:
- (i) **For the initial billing period.** With respect to the first year of the Initial Term, 50% of the projected Net Annual Payment shall be due and payable to Trillion upon School Board's receipt of the SLD Funding Commitment. The balance of the Net Annual Payment for the first year of the Initial Term shall be due and payable on the date on which each of the following has occurred (the "Acceptance Date"): (i) all Leased Equipment has been installed at the Service Locations; (ii) School Board accepts the Leased Equipment as installed, and (iii) Internet access is available at each Service Location by means of the Leased Equipment.
- (ii) **After the initial billing period.** With respect to each of the second through fifth years of the Initial Term and each year of any and all Renewal Terms, each such year beginning on July 1 and ending on June 30, the Net Annual Payment shall be due and payable to Trillion on the July 1 that begins each such year.
- (iii) **Reconciliation with E-Rate Program Funding.** On an annual basis after the initial year and continuing throughout the remaining Initial Term and any Renewal Term, School Board will reconcile the amount of E-Rate Program funding actually available to Customer and paid to Trillion, with the Projected E-Rate Program Payment applicable to such prior year. Such reconciliation will be determined upon the filing of Form 486 with the Schools and Libraries Division by School Board. School Board agrees to notify Trillion of any additional amounts due based on such final reconciliation, and to pay Trillion for such amounts.

**5.2** The Annual Payment shall be adjusted as of the first day of any Renewal Term (the "Adjustment Date") so that the Annual Payment shall be increased, but not decreased, by the percentage increase of the Consumer Price Index ("CPI") as measured from the CPI published for January in the calendar year of the Commencement Date to the CPI published for January in the calendar year of the Adjustment Date. For purposes of this calculation, the CPI used shall be the Consumer Price Index-U.S. City Average for Urban Wage Earners and Clerical Workers, all items (1982 - 1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or in the event such index shall no longer be published, such replacement or similar index as Trillion may choose in its reasonable discretion.

## 6. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND COVENANTS OF TRILLION.

**6.1** Trillion hereby represents and warrants to School Board that Trillion has good and marketable title to the Leased Equipment, and that Trillion is authorized to enter into this Agreement, to provide the Services as provided for in this Agreement, and to lease the Leased Equipment as provided for in this Agreement.

**6.2** Trillion warrants that it will use commercially reasonable efforts to make the Services available to School Board in accordance with generally accepted standards in the industry. The warranty will apply to access to the Services, and will not apply to anything (1) caused by factors outside of Trillion's reasonable control; (2) that resulted from any action or inaction of school Board or any Third Party; (3) that resulted from scheduled maintenance or required repairs; or (4) that resulted from equipment, software or any item not provided by Trillion.

**6.3** Except as set forth in Section 6.1 and the express warranty set forth in Section 6.2 hereof, LESSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, AND TRILLION NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY WARRANTY OR LIABILITY IN CONNECTION WITH SUCH LEASED EQUIPMENT, AND SUCH LEASED EQUIPMENT IS BEING LEASED ON AN AS-IS BASIS AND WITH ALL FAULTS. TRILLION DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. TRILLION SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFIT OR REVENUE, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, COMPUTER HARDWARE MALFUNCTION, COST OF REPLACED GOODS OR CLAIMS OF THIRD PARTIES, ARISING OR RESULTING FROM THIS AGREEMENT OR USE OF THE LEASED EQUIPMENT, EVEN IF SUCH LOSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TRILLION'S LIABILITY TO CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO TRILLION FOR THE PARTICULAR SERVICE WHICH IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE IMPOSITION OF SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION. If the Leased Equipment is covered by a manufacturer's warranty, such warranty is strictly made and delivered on behalf of such manufacturer and in no manner affects the disclaims or warranties made by Trillion herein. No defect or unfitness of the Leased Equipment shall relieve School Board of any allegation to pay the Net Annual Payments or of any other obligation under this Agreement.

**6.4** Trillion does not and cannot control the flow of data to or from School Board's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt School Board's connections to the Internet (or portions thereof). Trillion agrees to use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events. However, Trillion cannot guarantee that such events will not occur or that Trillion will be able to remedy all of them. Accordingly, Trillion disclaims any and all liability resulting from or related to such events.

**6.5** Except as provided in Sections 7.4 and 7.6 hereof, Trillion shall, at its expense, repair, maintain and, if necessary, replace the Leased Equipment during the Term. Trillion will keep the equipment in good working order, ordinary wear and tear excepted.

## 7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCHOOL BOARD.

**7.1** School Board hereby represents and warrants to Trillion as follows:

(a) School Board has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement by School Board and the consummation by School Board of the transactions





contemplated hereby have been duly authorized by School Board, and no other proceedings on the part of School Board are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by School Board and constitutes a legal, valid and binding agreement of School Board, enforceable against School Board in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and except as may be limited by general principles of equity. School Board has complied in full with all applicable public bidding and other applicable legal requirements with respect to this Agreement and the transactions contemplated hereby.

(b) School Board has sufficient appropriations and other funds available to it to pay all amounts due hereunder for its current fiscal period, including the Net Annual Payment for the first year of the Initial Term.

**7.2** School Board, at its expense, shall keep the Leased Equipment insured during the Term with companies and in such amounts as are satisfactory to Trillion for the full replacement cost thereof, against fire and theft with extended or combined additional coverage and against such other risks in such amounts as Trillion may specify. School Board shall on request of Trillion deliver to Trillion the policies or evidence of insurance together with receipts for the premiums thereunder. Such policies shall contain a standard long-form endorsement, showing losses with respect to the Leased Equipment, if any, payable to Trillion, and shall be payable to Trillion irrespective of any breach, default or fraud on the part of School Board. All insurance policies must provide that no cancellation thereof shall be effective without 30 days prior notice to Trillion. All proceeds of insurance with respect to the Leased Equipment shall be paid to Trillion, which shall use such proceeds, at its option, to repair, restore or replace the Leased Equipment.

**7.3** School Board covenants and agrees that the Leased Equipment shall be used only for the purposes contemplated hereby. School Board shall not make any alterations, additions or improvements to the Leased Equipment or remove the Leased Equipment from its respective Service Location without, in either case, the prior written consent of Trillion.

**7.4** In the event School Board or its employees, agents, students or contractors, through negligence, wanton or intentional conduct or otherwise, shall injure, damage or destroy any Leased Equipment, the repair or replacement of such Leased Equipment shall be at School Board's expense.

**7.5** Trillion or its agents or representatives shall be entitled to enter the Service Locations during reasonable business hours to inspect the Leased Equipment, to observe its use and operation, and to replace or perform maintenance or repairs on the Leased Equipment.

**7.6** School Board shall bear the entire risk of loss, theft, or damage (collectively, a "Casualty Loss") of the Leased Equipment. School Board shall give Trillion immediate written notice of any Casualty Loss. Upon its receipt of such notice, Trillion shall be authorized by School Board, at Trillion's option, (i) to repair the Leased Equipment at School Board's sole expense, or (ii) replace the Leased Equipment with like equipment, at School Board's sole expense.

**7.7** Title to all of the Leased Equipment shall remain exclusively in Trillion. School Board shall keep the Leased Equipment and its interest therein free from any and all liens, claims and encumbrances, and shall not do or permit any act or thing whereby Trillion's title or rights may be encumbered or impaired.

**7.8** School Board acknowledges that Trillion is delivering to School Board, as part of the Leased Equipment, content filtering software products of third parties, and that Trillion is not responsible for the satisfactory performance, or lack thereof, of such content filtering software. School Board further acknowledges that it (and not Trillion) is responsible for establishing, implementing, and/or utilizing any and all

practices and procedures, rules, and other methods necessary to prevent any (i) unauthorized use of the Leased Equipment by any person, and (ii) any access by School Board (and its students, employees, agents and contractors) at the Service Locations or by means of the Leased Equipment to websites, webpages, emails, or email attachments that may be inappropriate.

**7.9** School Board agrees to cooperate with Trillion, at Trillion's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required in connection with the installation of the Poles and the matters described in this Agreement.

**7.10** School Board shall not engage in any activity or construct any new structure, which may interfere mechanically, electrically, or operationally with the Poles or the Radio Equipment.

**7.11** School Board shall deliver to Trillion copies of any and all correspondence, notices and forms received from SLD promptly, and no later than 3 days, following School Board's receipt of same.

**7.12** School Board shall use its best efforts to obtain and maintain E-rate funding for the benefit of School Board throughout the Term. Should SLD decline funding for School Board for a particular E-rate year (July 1 through June 30) due to procedural deficiencies or reasons, School Board covenants and agrees to file for E-rate funding for the next E-rate year for the benefit of School Board.

**8. INDEMNIFICATION.** Each Party Hereby Agrees To Indemnify And Hold Trillion And Its Officers, Directors, Employees, Agents And Representatives Harmless From And Against Any And All Losses, Liabilities, Claims, Damages, And Expenses, Including Costs Of Investigation And Defense And Reasonable Attorney's Fees (Collectively, "Losses"), Except Where Such Losses Are Principally Caused By The Negligent, Wanton Or Willful Conduct Of Trillion Or Its Employees, As Finally Determined Through Arbitration Or Litigation. Further, School Board Agrees To Indemnify And Hold Trillion And Its Officers, Directors, Employees, Agents And Representatives Harmless From Any Loss Resulting From (i) Any Misrepresentation, Breach Of Warranty Or Breach Or Nonfulfillment Of Any Covenant Or Agreement Of School Board Contained In This Agreement, (ii) Access By Any Student Or Employee Of School Board To Any Websites, Webpages, Emails, Or Email Attachments At The Service Location Or By Means Of The Leased Equipment, And (iii) This Agreement, The Services, The Leased Equipment, And/Or The Land, Except Where Such Losses Are Principally Caused By The Negligent, Wanton Or Willful Conduct Of Trillion Or Its Employees, As Finally Determined Through Arbitration Or Litigation.

## **9. TERMINATION**

### **9.1 Termination by Customer for Loss of Funding.**

(a) Loss of E-Rate Program Funding. In the event no funds or insufficient funds are appropriated under the E-Rate Program, then Customer may terminate this Agreement by providing prompt written notification of such occurrence to Trillion. In such event, this Agreement will terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Customer of any kind whatsoever; provided, however, that Customer will remain liable to Trillion for any payments attributable to periods for which E-Rate Program funds have been appropriated.

(b) No Termination If Other Funding Available. Notwithstanding the provisions of Section 7.1(c), Customer agrees that it may not terminate this Agreement to the extent any funds are appropriated to Customer for the acquisition, retention or operation of the Services for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

(c) No Termination to Seek Alternate Services. In no event will Section 9.2 be construed to permit or allow Customer to terminate this



Agreement in order to allocate funds or acquire from others equipment or services that are similar in service or use to the Services provided under this Agreement.

**9.2** An event of default ("Event of Default") shall occur if any of the following occur:

(a) School Board fails to pay to Trillion any Net Annual Payment or portion thereof within 30 days after such is due and payable;

(b) School Board (i) shall breach or fail to perform any covenant, condition or agreement of School Board provided for in this Agreement, and (ii) shall fail to cure such breach or failure to perform to the reasonable satisfaction of Trillion within 20 days after receiving notice from Trillion describing such breach;

(c) School Board shall fail to appropriate sufficient funds to satisfy the Net Annual Payment for the then current fiscal year;

(d) School Board shall commit an act of bankruptcy or become insolvent or bankrupt, or make an assignment for the benefit of creditors, or consent to the appointment of a trustee or receiver or either shall be appointed for School Board or a substantial part of its property without its consent, or bankruptcy or insolvency proceedings shall be instituted against School Board, or an agency, department or instrumentality of the applicable state government shall take control of School Board's operations or assets without School Board's consent.

**9.3** Upon the occurrence of an Event of Default, Trillion may, at its option, do any of the following:

(a) declare all sums due or to become due hereunder immediately due and payable;

(b) proceed by appropriate proceedings to enforce performance by School Board of any and all covenants of this Agreement and to recover damages for the breach thereof;

(c) without notice or liability or legal process, enter any of the Service Locations or other premises where the Leased Equipment is then located, disconnect the Leased Equipment from any School Board wiring or telecommunications network, and take possession and remove the Leased Equipment;

(d) terminate delivery of the Services;

(e) terminate this Agreement with respect to the provision of the Services and the lease of the Leased Equipment; and

(f) exercise any other right or remedy available under applicable law.

**9.4** School Board shall pay all of Trillion's (i) costs of collection of any moneys due hereunder, (ii) costs of repossession of any Leased Equipment, and (iii) costs of exercising any remedies available to Trillion hereunder, including attorney's fees.

**9.5** No express or implied waiver of any Event of Default shall constitute a waiver of any other Event of Default, or a waiver of any of Trillion's rights hereunder.

**9.6** If Trillion fails to substantially provide the Services as Warranted, School Board may terminate this Agreement without liability to Trillion for any future payments by providing Trillion with a ninety (90) day written notice that describes the breach. Such early termination shall not relieve Customer of the obligations hereunder for services previously provided by Trillion. The termination will not be effective if Trillion provides information that such failure is substantially cured within the 90 day notice period.

## 10. MISCELLANEOUS.

**10.1** Exhibit B attached hereto contains additional provisions agreed upon by the parties.

**10.2** All controversies, disputes, or claims between the parties or any of their respective officers, directors, agents, employees and attorneys, arising from or relating to this Agreement shall on demand of either party be submitted for arbitration to the American Arbitration Association ("AAA"). The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. § 1, et seq.), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim, which is not submitted or filed in such proceeding, shall be barred. The arbitration proceedings shall be conducted in Birmingham, Alabama and shall be conducted in accordance with the commercial arbitration rules of the AAA in effect on the date of this Agreement, except as modified by this Agreement. Three arbitrators shall be used. Each party shall have the right to select one arbitrator from a panel provided by the AAA and those two arbitrators will then select a third arbitrator, also from the AAA panel. The parties shall be entitled to limited discovery at the discretion of the arbitrators who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations. The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated or class-wide basis. The arbitrators shall have the right to award the relief, which he or she deems proper, consistent with the terms of this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The award and decision of the arbitrators shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act. The provisions of this Section 10.2 shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.

**10.3** EACH OF THE PARTIES HERETO EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL OR COURT ACTION COMMENCED BY ANY OF THE PARTIES HERETO TO ENFORCE, COLLECT, DEFEND, ENJOIN, OR THAT OTHERWISE RELATES TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS HEREIN CONTEMPLATED OR DESCRIBED. LIKEWISE, EACH PARTY HERETO WAIVES ANY RIGHT TO HAVE A JURY TRIAL IN ANY SUCH LEGAL OR COURT ACTION FOR ANY DEFENSE, CLAIM OF SET-OFF, CLAIM OF RECOUPMENT, COUNTERCLAIM OR THIRD PARTY ACTION ASSERTED OR RAISED IN ANY SUCH LEGAL OR COURT ACTION. ANY LEGAL OR COURT ACTION RELATING TO THIS AGREEMENT OR THE TRANSACTIONS HEREIN CONTEMPLATED OR DESCRIBED SHALL BE TRIED EXCLUSIVELY TO A COURT WITHOUT A JURY. SCHOOL BOARD AND TRILLION SPECIFICALLY ACKNOWLEDGE THAT THEIR EXECUTION OF THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR THEIR ENTERING INTO THIS AGREEMENT.

**10.4** All notices and other communications hereunder shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered; or (2) three business days after mailing, postage prepaid, by certified mail; or (3) when delivered (and receipted for) by an overnight delivery services; or (4) when delivered by facsimile transmission for which automatic confirmation has been received, addressed in each case as follows:

If to School Board, to the address for School Board set forth on Exhibit A.

If to Trillion, to:

with a copy to:

Trillion Digital Communications, Inc.  
3165 Dublin Lane  
Bessemer, Alabama 35022  
Attn: Terry Johnson, President  
Fax: (205) 874-7230

Burr & Foman LLP  
420 North 20th Street, Suite 3100  
Birmingham, Alabama 35203  
Attn: David D. Dowd, III  
Fax: (205) 458-5100



A party may change its address by written notice, given in accordance with this Section, to the other party.

**10.5** All covenants, agreements, representations, and warranties made herein or any certificate or instrument delivered to the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**10.6** All waivers and consents given hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision hereof by the other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or the other party.

**10.7** This Agreement, including the exhibits and appendices hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written instrument specifically referring to this Agreement signed by each of the parties or as otherwise provided in this Agreement.

**10.8** In the event of any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The word "including" means including without limitation. Where appropriate to avoid any ambiguity and to encompass the broadest meaning, the word "and" shall mean "and/or," and the word "or" shall mean "and/or."

**10.9** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's negotiating or being deemed to have structured or dictated such provision.

**10.10** Each of the parties agree that this Agreement will fully bind and inure to the benefit of the parties hereto and their respective successors and assigns.

**10.11** All conditions of the obligations of the parties, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties and their permitted successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party will refuse to complete the transactions contemplated hereby in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties at any time, if in their sole discretion they deem it desirable to do so.

**10.12** The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**10.13** The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the internal laws of the State of Alabama applicable to contracts executed and to be performed within the State of Alabama, without regard to principles of conflicts or choice of law. The parties also agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be brought within one (1) year after such claim or cause of action arose or be forever barred.

**10.14** Trillion may use School Board's name as a customer, including a general description of the services provided to School Board by Trillion, in its resumes, client lists, case studies, and in other promotional information including, but not limited to, press releases, brochures, reports, letters, white papers and electronic media such as e-mail or Web pages.

**10.15** In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

**10.16** This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**SCHOOL BOARD:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRILLION:**

**TRILLION DIGITAL COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**TO TRILLION DIGITAL COMMUNICATIONS, INC.**  
**MASTER SERVICES AGREEMENT**

**Description of Services**

**Additional Services Include**

- Portal Platform
- Messaging (*Including Email, Chat and Instant Messaging*)
- Anti-Virus protection for Email as a gateway security measure
- Firewall
- Content filtering (CIPA compliant)
- SPAM Filtering
- VPN delivered as a site-to-site service over the Trillion Wide Area Network
- Domain Name Service (DNS)
- Proactive Monitoring *and support*
- Construction and design services

**Service Locations**

**Fees for Services**

**Commencement Date**

**School Board Notice Address**



**EXHIBIT B**

**TO TRILLION DIGITAL COMMUNICATIONS, INC.  
MASTER SERVICES AGREEMENT**

**Additional Services**

A Copy of Trillion's Response to: RFP # \_\_\_\_\_ (470# \_\_\_\_\_) Wide Area  
Network Connectivity is incorporated as Exhibit B by reference herein.

## **Tab 5**

### **Experience**

#### **References for installed Systems**

1. Customer Name: **Mobile Public Schools**  
Address: **504 Government Street Mobile AL 36602**  
Telephone Number: **251-690-8377**  
Contact: **Margaret Blake**  
System Description: **106 site wireless wide area network**  
Date Installed: **2000**
2. Customer Name: **Bedford County Schools**  
Address: **500 Madison Street Shelbyville TN 35020**  
Telephone Number: **931-684-3284 ext 243**  
Contact: **Joan Gray**  
System Description: **14 site wireless wide area network**  
Date Installed: **2001**
3. Customer Name: **Coffee County Schools**  
Address: **1343 McAurther Street Manchester TN 37355**  
Telephone Number: **931-723-5150**  
Contact: **Charlotte Philpot**  
System Description: **10 site wireless wide area network**  
Date Installed: **2002**
4. Customer Name: **Clarksville Montgomery County Schools**  
Address: **631 Gracey Ave Clarksville TN 37040**  
Telephone Number: **931-648-5650**  
Contact: **Ray Woodall**  
System Description: **33 site wireless wide area network**  
Date Installed: **2002**
5. Customer Name: **Dickson County Schools**  
Address: **817 N Charlotte Street Dickson TN 37055**  
Telephone Number: **615-446-7571**  
Contact: **Pat Semore**  
System Description: **9 site wireless wide area network**  
Date Installed: **2002**

## **Tab 6**

### **Capability**

Describe the qualifications and skills of the organization to provide the services. Said description should provide, but not be limited to, the following information:

1. An overview of Offeror's qualifications to perform the service;

Trillion Digital Communications appreciates the opportunity to submit a response to the Florence County School District Three Request for Proposal for a wireless multipoint network. Trillion has successfully been deploying identical type wireless broadband wide area networks (WANs) for almost six (6) years. In fact, our unique approach to system design, provisioning, and maintenance has helped us to provide our customers with wireless broadband service at the lowest total cost of ownership, thus making Trillion the largest wireless broadband WAN provider in the Southeast.

#### **Partnership**

Trillion Digital Communications Inc., strongly desires to form a long standing partnership with the Union County School System, and believes that we can offer significant benefits, support and enhancements to the overall goals of the Union County School System, in the quest of providing excellent education for those students that attend the schools in the Union County School System. We recognize the excellent existing programs offered to the students, and the very high level of commitment to continue to excel in providing an outstanding education for each student in the system.

The following are specific areas that Trillion Digital Communications offers that will help build a strong partnership with Florence County School District Three.

- Establish a custom designed wide area wireless network based upon client input and expectations.
- Offer detailed specific network services to meet and exceed the criteria established by Florence County School District Three to assist in the achievement of the goals of providing excellent learning and education processes for the students that attend the Florence County School District Three school system.
- Design, construct, and install a wireless broadband wide area network that fully meets and exceeds the specifications of the Florence County School District Three RFP.
- Proactively provide 24 x 7 network monitoring and analysis, take pro active action steps to correct network performance issues, detect failures in the network and enact network problem resolution by using network diagnostic tools, and or dispatch maintenance personnel to the client premises. In many situations, problem resolution is in progress before the end user client reports a problem.
- Trillion's strong customer commitment and service commitment is demonstrated by the engineering design and installation of service cabinets exterior to the building away

from the client's equipment rooms. All of the components required in providing the broadband wireless network are contained in tamper proof stainless steel locked boxes located on the antenna poles, or mounted on the side of the building where building mounted antennas are used. This new innovative approach to our installation and service process allows Trillion personnel access to the equipment for testing and repair purposes on a 24-x7 basis without requiring access inside the client premises. Housing the equipment outside of the buildings provides significant and major improvements in providing service over all of Trillion's competitors. No other provider, offering either wired or wireless broadband service offers this level of customized customer service. The clients staff is not required to meet our maintenance personnel to allow access to into any area of the clients premises, for purposes of testing or restoration of service from Trillion.

- The Trillion Network Operations Center personnel and the (on the ground) Trillion personnel in South Carolina pro actively monitors the condition of the broadband wireless network, provides information and status to the client about the condition of the network.
- All trouble reports generated from the client goes to a toll free 800 number in the NOC to a live person (no voice mail), where trouble analysis and problem resolution takes place. The client reporting the problem receives a call back within 15-30 minutes of the initial trouble report, with a status report and the disposition including when a technician will arrive at the premises, for those occasions when it is necessary to dispatch a technician to the premises. Maintenance personnel will be located in Florence County School District Three specifically for the purpose of dedicating trained wireless network personnel to the Florence County School District Three System network.
- Trillion Digital Communications Inc. is classified as a Telecommunications Provider with the SLD, Schools Library Division. As a Telecommunications Provider, Trillion supports the E rate process by contributing directly to the financial well being of the SLD. Other vendors classified as only Internet classification do not participate to this level of support to the E rate process.
- All Trillion personnel associated with and working with the Florence County School District Three in both South Carolina and at Trillion Corporate in all Departments, Marketing-Sales, Service, Customer Billing, E Rate, NOC, Engineering, System Design, Construction, and Installation, are totally committed to insuring that Florence County School District Three receives high quality, reliable and dependable network service throughout the life of the relationship with Trillion.
- Customer service surveys are conducted annually asking for direct input and feedback in all aspects and areas of service from the various departments and services that Trillion provides.
- Trillion conducts total network performance uptime analysis to insure that the percent of network availability and reliability meets all standards agreed to with the client. Measurements of traffic flow both within the network and across the Internet link to insure that adequate bandwidth is available and performing satisfactory. This helps the client know and understand how various applications impact the traffic on the network. As a result of these types of proactive reports, Trillion provides valuable assistance to its clients by keeping them informed when traffic patterns change and pro actively



recommends changes in the network to accommodate any additional traffic on the network.

- Trillion offers fully CIPA and HIPPA compliant content filtering, firewall rules instructions and tools, with training to use the tools.
- Trillion has the experience in designing and building wireless broadband wide area networks. Trillion has built hundreds of K-12 sites in the 7 years that it has been in business.
- The concrete utility poles used in the build out of the networks meets all national codes and standards to withstand hurricane strengths storms and other severe weather conditions.

Trillion's underlying philosophy is simply this – design and provide Florence County School District Three with a wireless network which delivers efficient, stable communications which will meet the ongoing and future needs of Florence County School District Three, simplify the management of maintaining a wireless network and provide these services at the lowest possible total cost of ownership.

## **2. Offeror's management structure; e.g., organization chart of the firm, project team, etc.;**

The Trillion Digital Communications contract team is comprised of the following areas of responsibility: Sales, Engineering Design, Construction, Operations-Customer Service, Accounting, and E rate Support.

### **Sales:**

This team interfaces on an ongoing basis with the client in the pre and post sales activity to insure that total client satisfaction is provided. This team is responsible for insuring that the client's needs are understood and successfully complied with during all phases of the life of the account. This group maintains a relationship and understands the functions and activities taking place in all areas of activity that impacts the clients service that is provided by the various other expectative groups within Trillion.

### **Engineering Design:**

This team is responsible for all pre-sales on the ground support, collecting all necessary technical data required to design and build the most efficient broadband wireless network designed to operate at maximum efficiency and deliver specified bandwidth throughput to all sites on the network. This group utilizes the most optimum up to date network design technology tools in performing their task of broadband wireless network design and build-out.

### **Construction:**

This team is comprised of personnel that receive the engineering design criteria specifications, and perform the actual placement of all structural and electronic network components. The components consist of the placement of standalone monopoles, antennas, water proof self contained steel boxes that houses the electronics, radios, routers, back up power supplies etc necessary to insure a highly reliable wireless network. The construction teams also perform all alignment functionality required to insure maximum bandwidth utilization across the network.

Engineering personnel with IP expertise interface with the client's network personnel and successfully perform all tests and validation.

**Operations-Customer Service:**

This team provides 24x7 network operations center (NOC) customer support and customer service for our clients. This group uses appropriate state of the art monitoring tools to proactively monitor your network. The NOC customer support provides an 800 number for toll free trouble reporting, and within 15 minutes after a trouble is reported; a customer service representative provides feedback to the client regarding the disposition of the problem reported to the NOC. Consistent follow up and feedback with the client is maintained until problem resolution is attained.

**Accounting-E, Rate:**

This team is responsible for all clients billing and billing resolution issue. They interface directly with the clients in these matters. Additionally, this group is responsible for understanding and complying with the SLD, School and Libraries Division when clients are eligible for E-rate support.

**Proposed team organizational structure, interrelationships, and interactions**

Each person and support role above reports directly to the Team Leader, David Jolly, who has overall responsibility for the installation and customer satisfaction of the network. The Network Lead, Mark Lapenka, reports directly to the vice president of network operations and will act as the corporate contact for technical support and the delivery of bandwidth to the customer.

**3. Number of years the Offeror has been in business;**

Trillion Digital has been in business for five years. Trillion is the largest wireless service provider in the nation having installed over 30 wireless systems representing approximately 500 locations. Trillion has over 60 dedicated employees who have extensive experience installing wireless systems of various sizes. Trillion has installed one of the largest wireless networks in the country in Mobile County, AL for the Mobile County School District. This network has 106 locations and delivers increased bandwidth, which has dramatically increased the productivity of school personnel in the district. From its initial rural Alabama school district, Trillion has grown over 500% per year specializing in the implementation of broadband WAN connectivity, Internet access and Integrated Service Solutions delivery through wide area networks that utilize spread spectrum technology.

**4. Company size and location(s);**

Trillion Digital Communications has personnel and operations in following states: Alabama (corporate headquarters), Louisiana, Mississippi, Georgia, Tennessee, Florida and South Carolina. Trillion has over 60 dedicated employees.

**5. Size and location of the office that will serve the School District;**

Florence County School District Three will be serviced both from the South Carolina sales office located at 308 Anadale Court Charleston, SC 29418 and our corporate headquarters located at 3165 Dublin Lane Bessemer, Al 35022

6. Indicate the type of organization you represent; i.e., individual, partnership or corporation. If the Offeror is a corporation, list the names of the President, Vice-President, Secretary, Treasurer and all principals. If the Offeror is a partnership, include the names of all principals or partners;

Trillion Digital Communications is a corporation. Trillion Digital's principals include the following: Richard Rushing, Rick Rushing, Danny Bundren, and Terry Johnson.

7. Specify your liability insurance carrier, type and amount of coverage, and who is covered.

Travelers Indemnity of CT, this coverage is for all personnel and ranges between \$2,000,000 and \$5,000 depending on incident. Trillion will supply Florence County School District Three with additional information regarding insurance upon award of contract.

8. Experience and background of the person assigned as this projects program manager.

**F. PEARSALL SMITH, JR.**

---

308 Anadale Court • Charleston, SC 29418 • Home: 843-760-6424 • Mobile: 843-813-0090

**EXPERIENCE**

**Trillion Digital  
Communications**  
Charleston, SC

**Sales Consultant (October 2003 – Present)**

- Sell "Last Mile" wireless broadband systems to school districts, libraries, and municipalities as well as private organizations
- Oversee sales and marketing operations of Trillion in Eastern S.C. Region
- Develop sales plans to achieve short and long term objectives
- Cold call on prospective "Last Mile" broadband customers
- Provide customer support to existing customer base

**Riptide  
Broadband, LLC**  
Charleston, SC

**General Partner (March 2002 – September 2003)**

- Together with several former employees of Carolina Phone, formed company to build WiFi (Wireless Fidelity) high speed internet systems based on 802.11b wireless platforms
- Oversee sales and marketing operations of Company
- Develop sales plans to achieve short and long term objectives
- Cold call on prospective "Hot Spot" providers
- Create and develop marketing materials and programs targeted to both "Hot Spots" and end users
- Facilitate development of back office infrastructure

- Develop strategic relationships with vendors crucial to distribution channel

Carolina  
Phone, PCS  
Greenville, SC

**Regional Director of Sales (March 2000 – February 2002)**

- Responsible for all aspects of sales and operations for the Greenville, Columbia and Charleston markets
- Advised technical division during build-out of cellular transmission system to ensure optimal coverage
- Responsible for site selection and construction of retail cellular stores
- Played active role in development of *Phone In a Box*, a highly successful prepaid cellular program
- Implemented strategic rollout of cellular agents, increasing sales by more than 400%
- Interviewed, hired and trained personnel
- Developed television and print marketing programs for prepaid and postpaid cellular products
- Created contests to boost sales and promote teambuilding within the organization

Arch Wireless  
Charleston, SC

**Market Manager (May 1991 – December 1999)**

- Managed three retail paging stores and outside sales teams in Charleston, Florence and Myrtle Beach
- Oversaw training and development of 18 employees
- Developed marketing, branding and creative strategies
- Responsible for 34,000 customers and \$4.6 million in annual revenue
- Span of control included Outside/Inside Sales, Customer Service, Order Fulfillment (Inventory) and Credit/Collections
- Interviewed, hired and motivated personnel
- Developed and conducted various sales training programs
- Met and exceeded team quotas for revenue and unit production
- Developed and maintained a territory management plan to ensure coverage and penetration of market
- Developed and implemented methods to improve sales productivity, customer service and order fulfillment
- Created and implemented sales, technical, general and administrative budgets by month, quarter and year

**Account Executive (March 1988 – April 1991)**

- Marketed and sold tone, voice, digital, alphanumeric pagers and IMTS mobile telephone products to businesses and individuals
- Managed sales and customer base retention in a defined territory
- Increased product penetration through telemarketing, cold calling, referrals and direct mail campaigns
- Identified and resolved technical and equipment problems
- Communicated client needs to management and corporate marketing staff
- Prepared territory plans and managed to them
- Fostered excellent communication between client, technical and customer service to ensure "one-call" resolution of any problems or complaints
- Ensured adherence to credit policies

**AFLAC** Account Executive (June 1987 - March 1988)  
*Columbia, SC*

- Sold supplemental life, major medical, and Medicare policies to individuals and businesses
- Produced sales through cold calling, telemarketing and referrals
- Acted as liaison between policyholder and regional office to answer any questions regarding benefits, coverage and claims
- Coordinated with regional office to ensure proper disbursement of claims

**ACHIEVEMENTS**

- Sales Masters: 1989, 1990
- Council of Leaders: 1991, 1993, 1994, 1995
- Performer of the Year: 1994
- Circle of Stars, President's Club: 1996, 1997
- Doubled customer base between 1991 and 1994
- Maintained one of the highest market average RPU's in company from 1991 to 1995

**EDUCATION** Presbyterian College, B.S. 1987  
*Clinton, SC* Major in Political Science, Minor in History

9. **Qualifications and resumes of the employees that will be assigned to work with the District's scope of work. The Superintendent reserves the right to have the contractor remove any employee from service under this agreement so long as the request is in writing and states the reasons thereof.**

David T. Jolly  
15 Ben Street  
Greenville, SC 29601  
864-235-3990 (home)  
864-787-7307 (cell)  
E-mail: [davidbjolly@charter.net](mailto:davidbjolly@charter.net)

**SUMMARY:** A motivated problem solver and sales executive who exceeds company goals in a highly competitive market. Known for leadership in sales, and exceeding goals and expectations. Works well with little supervision creating solutions, improving client relations and excelling in negotiation and sales strategy.

## **EXPERIENCE**

**Trillion Digital Communications, Greenville, SC (2003 to Present)**

### ***Account Executive***

Provide Broadband WAN solutions for the K-12 Education market in South Carolina  
Responsible for managing sales, construction and service  
Develop voice and distance learning strategies to improve communications in school districts

**Teleco Inc., Greenville, SC (2002)**

### ***Data and Voice Consultant***

Developed marketing plan for the new Data Services Division of Teleco  
Created technology solutions to improve communications and productivity for Upstate Clients  
Responsible for new business development for South Carolina for the Data Services Division

**Expanets, Greenville, SC (2000 to 2002)**

### ***Account Executive***

Performed at 100% of quota selling data and telephony hardware and professional services  
Created LAN/WAN solutions using Cisco and Avaya equipment to improve client productivity  
Solely responsible for all new business development in region generated through community leaders, referrals and cold calls  
Managed client contact from initial introduction through implementation of technology solution

**Peachtree Planning Corporation, Atlanta, GA (1998 to 2000)**

### ***Financial Consultant***

Performed at over 150% of quota selling financial products and insurance  
Developed business from \$0 to \$11,000,000 of new sales in first year  
Only first year associate to make 100% Performer's Club  
Created and implemented financial strategies for executives and professionals, allowing them to maximize wealth and solve complicated tax issues

**J.M. Tull Metals Company, Inc., Norcross, GA (1992 to 1997)**

### ***Account Executive (1997)***

Consistently exceeded quota with sales in excess of \$7,000,000  
Developed long-term relationships with client presidents and vice presidents and negotiated annual contracts that substantially increased revenue  
Cultivated new clients with 20 to 300 employees through referrals and cold calls

### ***Purchasing Agent (1995 to 1997)***

Developed long-term supplier partnerships and negotiated annual purchasing contracts that saved the company in excess of \$100,000

Managed \$7,200,000 inventory of steel bar products

### ***Technical Trainer (1994 to 1995)***

Designed and implemented a training program for the new sales and inventory software program  
Reduced the training program from five to three days, saving the company over \$30,000

### ***Account Executive (1992 to 1994)***

Consistently exceeded quota, producing sales in excess of \$2,500,000 annually  
Responsible for all business activity and relationships between the company and over 100 clients

**EDUCATION**   **Clemson University, Clemson, SC BS, Management, Emphasis in Marketing   May 1992**

**Professional Affiliations**

Membership Committee - Commerce Club of Greenville (2000 - 2002)  
Opportunity Greenville Board Member - Greenville Chamber of Commerce  
Chamber Ambassador Committee - Greenville Chamber of Commerce (2000 - 2001)  
Community Distribution Panel - United Way of Greenville



4126 Heatherhedge Lane, Hoover, Alabama 35226  
Telephone (205) 823-2876

## Edward L. Murray

### Objective

Sr. Executive position with a rapidly growing company where extensive strategic planning, management, and technical skills are required.

### Functional Summary

Over 20 years experience in radio frequency systems with various Southern Company affiliates including Alabama Power Company, Southern Company Services, and Southern LINC.

Member of the initial design team for Southern LINC, an 800 MHz digital enhanced specialized mobile radio (ESMR) system in the Southeastern States.

Experienced with the design and operation of various radio networks including VHF/UHF paging systems, UHF 1 and mobile radio systems, analog and digital microwave networks, 900 MHz supervisory control and data acquisition (SCADA) networks, and cellular networks.

### Employment

Director of Engineering and Operations, Southern LINC, Birmingham, AL

#### *Responsible for:*

- Day-to-day network operations
- Strategic planning
- Spectrum acquisition and management
- Capital and expense budgeting
- Network design
- Personal management of 80 employees

### Education

- Graduate of University of Alabama, 1974 with a Bachelors of Science Degree in Electrical Engineering
- Four years service as an Officer in the United States Army Signal Corps in Ft. Gordon, Georgia.

## **Mike Dunn**

### **Network Operations Manager**

1105 Colonial Drive • Helena, AL 35007

Phone (205) 663-7753 • WORK (205) 970-7313 • E-mail MDUNN@TRILLION21.COM

#### **Summary of qualifications**

- Seven years experience in Information Technology, including Data Center/ Computer Operations Management
- Experienced Applications Developer in several languages (FORTRAN, BASIC, Perl, Cobol) and multiple operating systems (DOS, Windows NT, UNIX SVR4, Sun Solaris)
- Microsoft Certified Professional
- Three years' experience teaching Laboratory Chemistry at the University level

#### **Awards received**

- Birmingham News/Clarence B. Hanson Full Tuition Academic Scholarship
- UAB Chemistry Dept. / Graduate Student Full Tuition Scholarship

#### **Professional experience**

**Sept 2000 – Present Trillion Digital Communications Bessemer, AL**

Over the past three months, Trillion's network has increased by 41 percent in the number of active nodes. I have worked to complete "Round II" installations and prepare for "Round III". I have helped to create a "road map" to meet staffing and technology needs for management of a scalable network.

**1993 – August 2000 HealthSouth Corporation Birmingham, AL**

During my seven years with HealthSouth's Information Technology Group, I held several positions, including:

- *Computer Operator* – responsible for performing and monitoring backups, Financials processing, systems troubleshooting and payroll production.
- *Quality Assurance / Special Applications Developer* – Ensured production quality of all applications developed for HealthSouth's Patient Accounting System. I also helped develop and implement special applications, such as a Patient Scheduling module. In ongoing litigation with insurance providers, I used Perl to mine huge text files to match their records with ours.
- *Data Center / Computer Operations Manager* – Responsible for all aspects of Computer Operations and Data Center resource management for a "24 x 7" facility, including after-hours technical support for a 2200 site WAN, production printing (all of HealthSouth's payroll), and management of the Data Center's physical resources. I worked with engineering consultants to build a new 2500 ft<sup>2</sup> Data Center for HealthSouth, just in time to accommodate systems growth.

## Education

University of Alabama at Birmingham

- *Bachelor of Science Degree* (Chemistry and Mathematics) 1997
- *Master of Science Degree* Inorganic Chemistry, expected Fall 2001 (two classes remaining)
- Current GPA: 3.88

## Additional professional activities

Through my graduate studies at UAB, I gained a broad range of general and specialized technical experience, including:

- Three years' experience as a Chemistry Laboratory Instructor
- Participation in a multi-disciplined team working on a Department of Defense – funded research project
- Development of data acquisition / processing for various instruments:
- Nuclear Magnetic Resonance Spectroscopy (Unix environment)
- Ultraviolet / Visible Spectrophotometry (OS/2 environment)
- Flame Atomic Emission Spectrometry (Windows 95 environment)
- Degenerative Four-Wave Mixing (Nd:YAG laser) for Non-Linear Optical Spectroscopy (using Lab View data acquisition software)

## Publications

"Oxidative Enhancement of the  $\chi^3$  Value of the Solutions of (cis)Mo(CO)<sub>4</sub>L<sub>2</sub> (L=PPh<sub>3</sub>, AsPh<sub>3</sub>, Ph<sub>2</sub>(binaphth)P) Complexes as measured by Degenerative Four-Wave Mixing". Optical Materials, vol. 11, 1998, 87-93. Lawson, Gray, Dunn *et al.*

**MARK M. LEPIANKA, A+, NET+, CNA, CNE, MCP, MCSA, MCSE, CTT, MCT**  
Trillion Digital Communications  
3165 Dublin Lane  
Bessemer, AL 35022-4823  
Phone: (205) 874-7120  
Cell: (205) 410-4476  
Toll: (888) 429-3011  
Email: [mlepianka@trillion21.com](mailto:mlepianka@trillion21.com)

#### **Certifications**

A+ Technician; Network +  
Novell Administrator NetWare 5.0  
Novell Engineer NetWare 5.0  
Microsoft Certified Professional 2000  
Certified Technical Trainer

Microsoft Certified Systems Engineer 2000  
Microsoft Certified Trainer  
Diagnostic, Testing & Troubleshooting  
MS-DOS, Win 3.x/95/98, NetWare 5.0  
Server/Professional/Advanced Server 2000

A project manager with more than seventeen years of experience in the communications industry. Acknowledged strengths in marketing/promotions, customer service and organizational planning. A results oriented interpersonal communicator who learns quickly, works well with others, and possesses a strong desire to succeed.

#### **PROFESSIONAL EXPERIENCE**

##### **TRILLION DIGITAL COMMUNICATIONS, INC.**

**2003-CURRENT**

*A privately held corporation based in Birmingham, AL, specializing in delivering wireless broadband internet access to rural county school districts throughout the southeastern United States.*

##### **Network IP Engineering, Birmingham, AL**

Designing, developing and implementing IP networks in concert with wireless division.

- ◆ Develop Statement of Work and Construction Package documentation.
- ◆ Supporting sales team.
- ◆ Network Certification: 'turn-on' and final system verification.

##### **VIRGINIA COLLEGE**

**2001-2003**

*An accredited, private, proprietary institution of higher education committed to offering associate degrees. Virginia College provides educational opportunities that are designed to prepare a student for direct entry into the job market.*

##### **Microsoft Certified Trainer, Birmingham, AL**

Instructing second semester Microsoft Network Engineering. This course prepares students for the Microsoft Certified Systems Engineer (MCSE) exams. Microsoft Curriculum Team Leader.

##### **LIBERTY FINANCIAL SERVICES, LLC.**

**2002**

*The Liberty Financial Program is designed to eliminate unsecured debt for clients with challenges paying overall debt and monthly payments.*

##### **Network Consultant, Birmingham, AL**

Install, configure, maintain, and troubleshoot Microsoft Windows 2000 TCP/IP Network.  
Windows 2000 Professional, Advanced Server, and Exchange Server support.  
Designed and implement wireless network and remote access solution  
Deployment of remote site; establishing connectivity with corporate office

**COX COMMUNICATIONS****1999-2000**

*A multi-million-dollar national broadcast group based in Atlanta, GA.*

**Assistant Program Director**, Birmingham, AL

Assisted in the development and implementation of WRLR 97.3 fm.

- ◆ Digital production/Promotions experience.

**THE BERRY COMPANY****1998-1999**

*A Fortune 500/wholly-owned subsidiary of BellSouth Corporation and leader in the Yellow Pages industry.*

**Account Manager**, Birmingham, AL

Responsible for marketing/advertising analysis and recommendations to over 3500 Southern New England Telephone accounts.

- ◆ Completed canvas on time and met budget goals.

**DICK BROADCASTING COMPANY****1997-1999**

*A Knoxville, TN, based organization which operates 16 stations in Greensboro, NC; Nashville and Knoxville, TN; along with Birmingham.*

**On-Air Personality**, Birmingham, AL

Responsible for hosting late night/overnight and weekend programming on WRAX 107.7 fm.

- ◆ Resigned to pursue Occupational Associates Degree in Network Engineering.

**SOUTHERN BROADCASTING OF PENSACOLA INCORPORATED 1983 - 1996**

*A multi-million dollar radio broadcasting group and brokerage corporation with stations in Georgia and Florida.*

**Program Director**, Pensacola, FL

Responsible for the full range of development and supervisory operations in connection with WTKX 101.5 fm.

- ◆ Marketing and Imaging campaigns.
- ◆ Trained and developed air talents.

**EDUCATION**

Specialized Associate of Occupational Science, Virginia College, Birmingham, AL

Major: Computer Network Engineering

- Presidents List, 4.0 g.p.a.
- Valedictorian/Honors Graduate
- National Alpha Beta Kappa Honor Society Member

Bachelor of Science in General Studies, Delta State University, Cleveland, MS

Major: Communications

- Athletic Scholarship

**Robert P. Colborn**  
82 Boundary St., PO Box 466  
Bluffton, SC 29910  
Phone 843-757-3498  
[bobc@hargray.com](mailto:bobc@hargray.com)

### **EDUCATION**

Bachelor of Arts, Dickinson College, Carlisle, Pa.  
Computer Systems Engineer Certification, Technical Coll. of the Lowcountry, May 2002  
Graduate, Leadership Bluffton Program, May, 2000

### **WORK HISTORY**

Intern/Technician, Net Solutions Technology Center, Beaufort, SC. May 2003 to present. Installations (SBS 2003), Data Migrations, Repairs, Data Recovery  
Waiter and Dining Room Captain, Harbourmaster's Restaurant, Shelter Cove, Hilton Head Island, S.C., November, 1989 to present. Fine dining service in upscale atmosphere with business and professional clientele. Team leader in corporate functions.  
Technical Support/Help Desk, Technical College of the Lowcountry, December, 2000 to March, 2001. Provided training and troubleshooting services for online students.  
Vacation Ownership Sales, Adventure Inn, Hilton Head Is., SC., 1986-1987. On-site and telephone sales.  
Computer Sales, Tandy Home Education Systems, Savannah, Ga. 1985-1986

### **JOB QUALIFICATIONS**

Customer Sales and Service Professional. Many years in the hospitality industry have made customer service second nature to me.  
Communications Skills. I have written and verbal command of the English language as well as quatre anneés de Francais y dos anos de Espanol, mas o menos.  
Dependable. Local homeowner of 25 years, 13 years at present employment. I am in excellent health and show up for work every day.  
Technical Skills: Three years plus at TC. (see attached course list). Will complete Computer Networking Tech Cert. December 2003 and test for CCNA certification.

### **PERSONAL INTERESTS**

I enjoy tennis and walking for exercise, camping, spiritual pursuits, and I volunteer at Calhoun Station, a thrift shop for charity. In my spare time I renovate a historic home.

### **REFERENCES**

Tom Trice, Gen. Mgr., Harbourmaster's, Hilton Head Is., SC (843) 785-3030  
Everett Feight, Division Chair, Tech. College of the Lowcountry, Beaufort, SC 843-525-8296  
Donald C. "Dee Dee" Graham, President, Cisco, Bluffton, SC (843) 384-3964  
Bob Guinn, Clemson Univ. Cooperative Extension Service, Beaufort, SC (843) 470-3655

10. Specify if your firm is a South Carolina certified minority business. Provide the District with a copy of the certificate. The South Carolina definition of a minority business is a business that is at least 51% owned, operated and controlled by a minority; or in cases of a publicly owned business at least 51% of the stock must be owned by a minority. Such minorities include, but are not limited to, African Americans, Hispanic Americans, Native Americans and Eskimos. At the end of each contract year, Contractor is to annually report to the owner any sub-contractor that is a certified business and the monetary amount paid to that firm.

Trillion Digital Communications is not a certified minority business.

11. For each award, the District prefers to have a designated contact person assigned to the account as a primary point of contact. Identify your designated contact person, his/her authority within the company and who shall act in his/her absence. This information shall include the person's name, title, address, telephone and fax numbers, and qualifications. The designated person will act as a point of contact during the period of evaluation and serve as your company's authorized agent to accept any notices provided for in this contract.

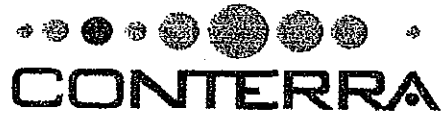
**Primary Contact**

Pearsall Smith, Account Executive, 308 Anadale Court • Charleston, SC 29418 • Home: 843-760-6424 • Mobile: 843-813-0090

**Backup Contact**

David T. Jolly, General Manager, South Carolina, 15 Ben Street Greenville, SC 29601  
864-235-3990 (home) 864-787-7307 (cell) E-mail: [djolly@trillion21.com](mailto:djolly@trillion21.com)

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# **SECTION 1**

## **CONTERRA**

P.O. Box 8719  
Columbia, SC 29202  
phone 803 798 5949  
fax 803 936 9891

January 23, 2004

Florence County School District Three  
PO Drawer 1389  
Lake City, SC 29560

Dear Sir:

Thank you for the opportunity to bid on this RFP. Conterra, LLC looks forward to working with the Florence County School District Three on this project.

The enclosed proposal and rates will expire 90 days from bid opening. Any extension in this period must be approved in writing by Conterra, LLC.

Conterra has reviewed the requirements as stated in the RFP for wireless connections to 8 schools and the administrative office with a minimum of 10 Mbps and the ability to upgrade easily and quickly. Conterra has priced 10 Mbps, 45 Mbps and 100 Mbps radios all operating full duplex. However, knowing how fast your needs are growing for additional bandwidth, and the fact that upgrading radios is a time consuming project, Conterra recommends a complete 45 or 100 Mbps system that will meet your current and future needs with no upgrade required. All the radios we use, whether 10, 45 or 100 Mbps are "Frequency Division Duplex", or full duplex. Each radio will send on one frequency and receive on another which eliminates collided bursts, dropped packets and has virtually no latency. The District could also use any combination of 10, 45 and 100 Mbps radios to achieve the most efficient network.

"Time Division Duplex" radios send and receive on the same frequency and are half duplex, meaning if the radios are 10 Mbps, at best you will have 5 Mbps in each direction and latency issues. With 45 or 100 Mbps, full duplex you will be able to transmit all your data, video and voice seamlessly.

This proposal is also based on the need to construct towers at some schools and collocating on ETV towers where available.

Acknowledgement

In submitting this proposal, we, Conterra, LLC, understand that Florence County School District Three will determine at their discretion which proposal, if ANY, is accepted. We acknowledge that we, Conterra, LLC, waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection and the final selection of a successful Offeror.

We further acknowledge that Florence County School District Three has the right to verify any and all information submitted by Offeror, to evaluate Offeror's integrity, reliability, and capacity for satisfactory performance, to wave any and all technicalities and to award a contract that is deemed in the best interest of Florence County School District Three.

Conterra, LLC intends to provide the service to Florence County School District Three at the price listed in the response and welcomes the opportunity to meet with the District and answer any questions. Please feel free to call me at 803-933-0877.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bobby Carter", with a long horizontal flourish extending to the right.

Bobby Carter  
General Manager

# **SECTION 2**



### **CONTERRA'S main business activities.**

Conterra, LLC, a South Carolina Limited Liability Company, Headquartered in Columbia, South Carolina is a totally integrated, Multi-Service Fixed Wireless Broadband Service Provider and offers services such as: Broadband Internet Access Service, Voice over Internet Protocol (VoIP), Virtual Private Networks (VPN), Private Network Services, Security and Application Services. Conterra currently has over 60 business accounts in South Carolina and Georgia.

### **Length of experience in each of these activities.**

Launched in early 2001, Conterra evaluated numerous technologies being developed for unlicensed spectrum, conducted technical field tests for each of its five target markets, planned and designed its operating system. Conterra built its first site in September 2001. In February 2002, the Company completed its acquisition of Conterra Communications, Inc, a strategic acquisition providing core Internet infrastructure, and assets. In April, Conterra completed its upgrade to the Internet infrastructure to provide broadband consistent with the business plan. Conterra has deployed a site in Columbia, SC which began full scale operations in June 2002. Prior to launching Conterra, the Principals of the company had over 50 years combined experience in the microwave construction, cellular and Internet industries.

### **Conterra's previous experience in supplying similar services.**

As stated in paragraph 2, Conterra has spent almost 3 years now designing, engineering, constructing, and operating a multi-point fixed wireless broadband system in the City of Columbia. We now offer service which covers a radius of approximately 8 miles from the center of town. We are also working with many accounts to develop private point-to-point and multi-point systems across the state.

### **Qualifications and vendor certifications.**

Conterra, LLC is a fully trained and certified Value Added Reseller for both Ceragon Networks, Ltd. and Proxim Corporation, two of the most respected companies in the fixed wireless broadband industry.

## **Resumes of Key Employees assigned to this project.**

### **Keith Stines**

Keith Stines is a co-founder of Conterra, LLC and continues to serve a key role in developing Conterra's business strategy. He has extensive knowledge within the telecommunications industry.

Stines' wholly owned Jerren Corporation specializes in development and construction services to carriers in the cellular, PCS and Internet communications industry.

Mr. Stines has operated in 23 states working with 16 different wireless carriers and infrastructure providers. In 2000, Stines managed the acquisition, design and build-out of 15 data centers for an Internet Service Provider in the Northeastern United States.

### **Mark Horinko**

Mark Horinko is a co-founder of Conterra, LLC. In March of 2001, Mr. Horinko co-founded Hyper Networks - now Conterra - to build high quality, multi-services, fixed wireless Internet access and next generation wireless services in the Southeast.

Mr. Horinko has extensive experience in telecommunications, wireless and broadband infrastructures. His unique combinations of operational experience, wireless and network engineering in concert with a broadband vision have developed the base of Conterra's business focus.

Mr. Horinko was involved in the early formation of the cellular industry. Starting in 1985, he worked 15 years with Vanguard/CellularOne where he held several senior level technical positions including technical operations and engineering and was responsible for the original design and implementation of many markets in the US. In 1996, he was recognized within the industry for his pioneering efforts, specifically in wireless data.

Following CellularOne, Mr. Horinko was a senior executive with Fastnet, a regional Internet Service Provider providing high quality, high-speed business-grade Internet services and was instrumental in developing the Company's business strategy and unique network architecture that enabled the Company's initial public offering. Mr. Horinko will be the Engineer and Project Manager on this project.

## **Bobby Carter**

Mr. Carter is General Manager of Conterra, LLC. Mr. Carter is responsible for Sales, Marketing and the day to day operations of Conterra.

Mr. Carter has over 30 years of executive management experience in the telecommunications and information systems industry.

He began his career with BellSouth Telecommunications in 1972 and held management positions in Aiken, Charleston and Columbia, SC before leaving BellSouth to manage major account sales in SC and South Georgia for AT&T Information Systems.

In 1986 Mr. Carter left AT&T for a position with Policy Management Systems Corporation, the leading provider of insurance software and services in the United States. As Assistant Vice President and National Sales and Marketing Manager he launched PMSC's Agency Work Station Division. While at PMSC, he was also named National Sales and Marketing Manager for the Group and Investment Systems Division located in Dallas, TX.

Since 1990, and prior to joining Conterra, Mr. Carter has also held senior management positions and launched Leading Edge Communications, SCANA Communications Tower Company and East Coast Communications.

Mr. Carter will be responsible for ongoing support following system installation and acceptance.

## **Additional employees available to assist on this project.**

Brian Widmer - Senior Technician  
John Krueger - Network Engineer  
Jess Bishop - Assistant Technician

## **Company Client Base/References**

Conterra currently provides multi-point wireless Internet connectivity to the Columbia College student body. A single 1.5 Mbps connection is powering all the students access. Columbia College is located in Columbia, SC.

### **Columbia College Multi-Point Internet Access**

Contact: Dave Medeiros  
Telephone: 803-315-7116  
Completed: October, 2002

**Canyon Independent School District private network**

Amarillo, Texas

Contact: Mike Lancaster (IBM)

Telephone: 404-408-2983

Completed: 2003

**Goose Creek Independent School District private network**

Goose Creek, Texas

Contact: Mike Lancaster (IBM)

Telephone: 404-408-2983

Completed: 2003

**McAllen Independent School District private network**

McAllen, Texas

Contact: Mike Lancaster (IBM)

Telephone: 404-408-2983

Completed: 2003

IBM was the project manager on the three accounts listed above and has asked that they be contacted for the proper contact at each of these school districts to allow them to give notice to the schools that they will be receiving a call.

**Arizona State University, Campus network supporting over 50,000 students**

Phoenix, Arizona

Contact: Chuck Deahl

Telephone: 480-727-6774

Completed: 2002

**County Council private network**

United Kingdom

Contact: Sale Lilly (Ceragon)

Telephone: 703-771-2496

Completed: 2003 and ongoing

**Conterra's proposed methodology for accomplishing the tasks required to complete the project.**

**Analysis of the Project**

- Have all project stakeholders analyzed the project and agree on the project goals?
- Have all key stakeholders and resources been identified for the project?
- Have all risks been identified that could adversely affect the project?



**Project Plans**

- Document the project scope and project plan and have them signed off by key stakeholders
- Key Stakeholders agree on the work breakdown structure of the project that is specific, measurable, agreed, realistic and timely.
- Select competent team leaders to ensure delivery of a successful project

**Proven Project Management System**

- Monitor against the project plan at specific frequency and report to all project stakeholders
- Provide means of input for all team leaders
- Identify communication breakdowns and work with team leaders to resolve
- Periodically provides destination analysis with revised project plans to all stakeholder

**Achieve the goals of the project**

- Ensure that deliverables are achieved by using constant follow up
- Are team members delivering successful tasks on schedule
- Are all Milestones delivered on time and within budget

**Conterra's proposed schedule of events to complete the project.****Project Analysis and Final Plans**

- Identify key stakeholders
- Final project design objectives
- Final site selection/coverage
- Site surveys
- Network topology plan
- Towers/support structures
- IP network objectives
- Final RF Plan
- Final IP Network Plan

**Equipment and Permit Procurement**

- FAA & FCC permits
- Local zoning / building permits
- Radio systems procurement
- Civil engineering / foundation design
- Towers / support Structures procurement
- IP network equipment procurement

**Construction and Installation**

- Tower Installation
- Antenna and Line Installation
- Equipment Installation

### **Test, Turn-up and Commissioning**

- RF Turn-up and Field Tests
- Equipment Soak
- RF and IP Network Integration
- Client Training

Many of the line items mention above can run concurrent to each other, effectively reducing the overall length of the project. The timing to acquire all appropriate FAA, FCC and local zoning permits can vary greatly. From our previous experience, 90 days is an average time to obtain all necessary permits.

### **Conterra's Site Survey Procedure**

- Determine Line-Of-Sight
- Determine Latitude and Longitude
- Select Locations for Antenna Placement
- Determine Type of Antenna Mount
- Determine Placement of IDU and Cabinet
- Identify Power Source
- Identify Cable Paths and Conduits
- Identify Equipment Grounding Connection Points

### **Summary of system pricing**

#### **Project notes**

- All systems will operate full duplex.
- All 100 Mbps systems will be using licensed frequencies.
- All 10 and 45 Mbps systems will be using unlicensed frequencies.
- All paths will be designed to a minimum 99.99% availability based on rain, atmospheric and multipath conditions.
- Proposal includes typical antennae installation.
- Proposal includes towers as required.

## Summary of Pricing

One-Time Charge for Engineering and Installation  
10 or 45 Mbps systems \$69,500

One-Time Charge for Engineering and Installation  
100 Mbps system \$80,290

Monthly Recurring charge per System:

	1-Year Term	3-Year Term	5-Year Term
10 Mbps Full Duplex	\$32,657	\$13,288	\$9,469
45 Mbps Full Duplex	\$36,927	\$15,010	\$10,688
100 Mbps Full Duplex	\$44,560	\$17,738	\$12,449

Internet delivered to a central aggregation point is \$1,000.00 per month per T-1.

Conterra highly recommends a 45 or 100 Mbps Frequency Division Duplex solution to insure that each school will have in excess of 10 Mbps, interference free bandwidth, without having to interrupt service for major system upgrades in the future.

## 24 X 7 Proactive Monitoring Services

Conterra will provide proactive monitoring of its infrastructure components 24/7.

## Trouble Ticketing Services

Conterra will provide a trouble-ticketing system, available via a Web interface, for school technical personnel to report issues and track resolution status on current issues.

## Dispatch Services

Conterra will provide dispatch support services for maintenance on its infrastructure equipment. These dispatch services will occur within 4 hours of a notified failure in an infrastructure equipment component.

## **Corporate Structure**

Conterra, LLC is a South Carolina Limited Liability Company, headquartered in Columbia, South Carolina at 1331 Elmwood Ave., Suite 100A.

**The partners of the Company are as follows.**

- Mr. Keith Stines
- Mr. Mark Horinko
- Mr. Kim Pocock
- Mr. Carl Donnelly
- Mr. Mark Werner

## **Insurance**

Conterra, LLC is fully insured by The Hartford with the following limits:

- |   |             |
|---|-------------|
| • Commercial General Liability, each occurrence | \$1,000,000 |
| • Personal Injury                               | \$1,000,000 |
| • General Aggregate Limit                       | \$2,000,000 |
| • Umbrella Liability                            | \$5,000,000 |

**Conterra's E-Rate Spin Number is 143025700**

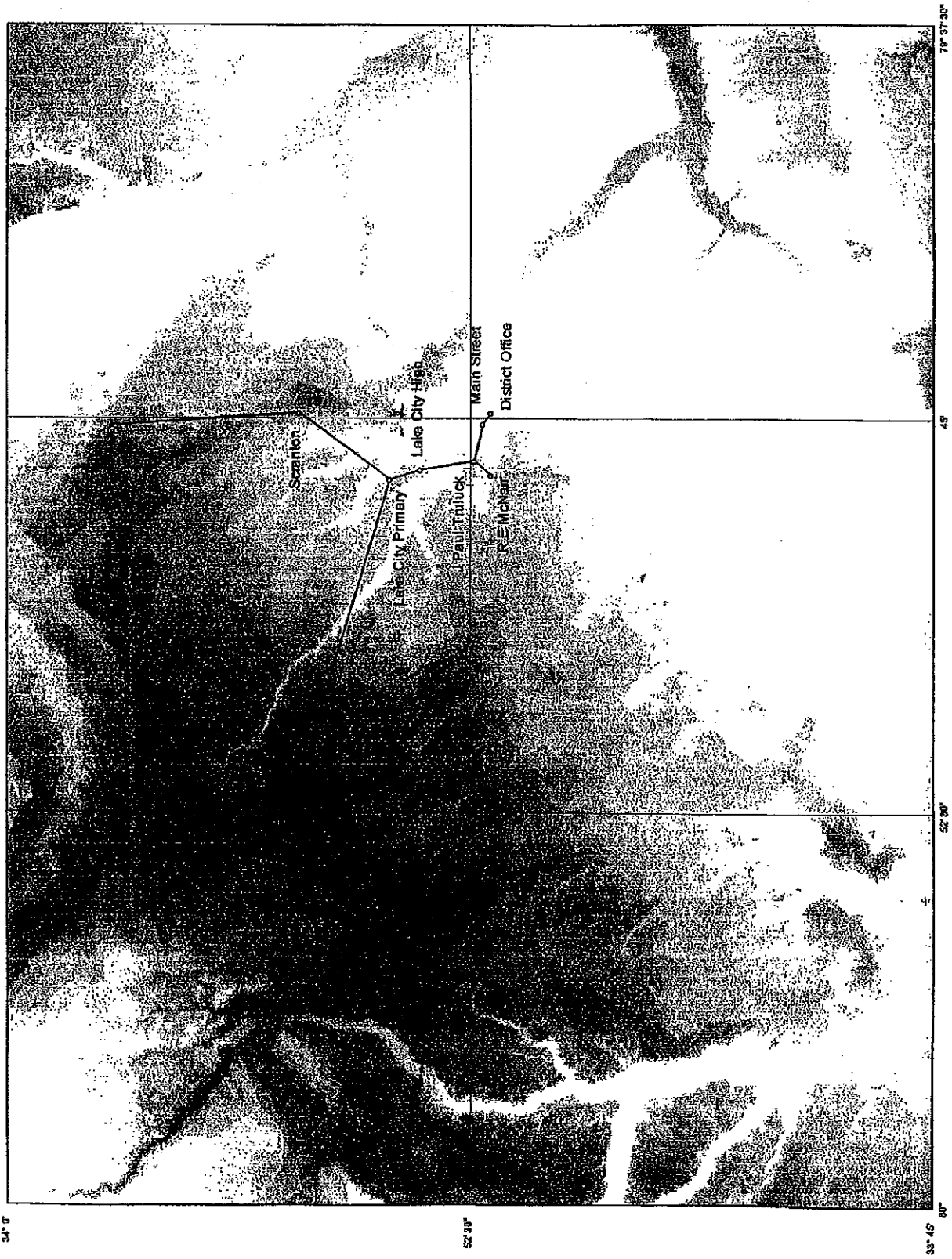
## **Point of contact for this proposal**

**Bobby Carter**  
**General Manager**  
**1331 Elmwood Ave., Suite 100A**  
**Columbia, SC 29201**  
**Telephone: 803-933-0877**  
**Fax: 803-933-0879**  
**Cell: 803-261-7636**

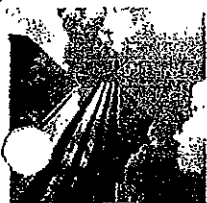
## **Alternate point of Contact**

**Mark Horinko**  
**Telephone: 803-933-0877**  
**Cell: 803-446-8876**

# **SECTION 3**

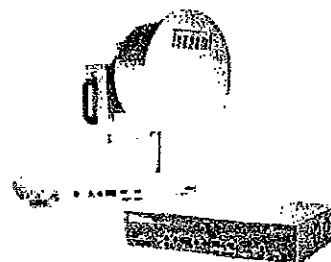


# **SECTION 4**



# Tsunami™

*100BaseT/F Wireless Ethernet Bridge*



## Fast Ethernet Connectivity in a Wireless Solution

Tsunami 100BaseT/F is a wireless Ethernet bridge providing greater capacity and significantly lower cost than using dedicated DS-3 leased lines.

Using high-quality radio transmitters, standard IP links, and low-cost Ethernet switches, Tsunami 100BaseT/F Ethernet bridges greatly reduce the latency and processing overhead associated with DS-3 connections to IP routers and switches. Because it is wireless, Tsunami 100BaseT/F eliminates wire/fiber installation costs and recurring monthly fees—delivering carrier-class performance quickly, at an affordable price.

In addition to the Fast Ethernet connection, Tsunami 100BaseT/F also provides a separate T1 connection, allowing you to extend PBX connectivity between buildings without additional leased-line costs.

### Extend or Enhance Your Network Virtually Overnight

With Tsunami 100BaseT/F, there are no leased-line hassles or natural or man-made barriers to overcome. Easy installation and operation allow network planners to quickly implement full 100BaseT/F Fast Ethernet capacity between networks, making it the ideal solution for:

- Organizations building out networks to include WAN connectivity between buildings, campuses, and remote locations
- Establishing high-speed connections between Internet or network service providers and their customers
- Service providers extending existing fiber and wire networks
- Organizations or service providers seeking network redundancy for mission-critical connections

### About the Tsunami Product Family

The Tsunami family of Ethernet bridges provides wireless solutions that meet the growing demand for transparent and reliable high-speed network interconnectivity.

In addition to Tsunami 100BaseT/F, the Tsunami price-performance leader, the Tsunami product line includes:

Tsunami 10BaseT, a cost-effective, high-capacity alternative to multiple wireline T1 connections.

Tsunami 1000BaseSX, the world's first license-exempt Ethernet bridge to provide Gigabit, wireless connectivity using native IP.

## PRODUCT HIGHLIGHTS

### Double DS-3 Capacity

- Aggregate throughput to more than 200 Mbps (100 Mbps full duplex)
- Native IP preserved throughout the network with direct connections to Fast Ethernet switches

### Rapid Return on Investment

- Fast payback compared to the costs of leasing DS-3 lines or trenching new fiber
- Next-day deployment enables faster service activation and payback

### Fast and Easy to Deploy

- Multiple frequencies provide installation options for easy deployment and minimum interference with existing equipment
- Eliminates schedule delays due to fiber right-of-way issues

### Carrier-Class Reliability

- Meets or exceeds traditional Telco wireline standards and requirements
- Longer distances and highest reliability due to superior system gain

## KEY FEATURES

- Additional T1 or E1 for voice or data
- Multiple Capacities: 93, 206 or 208 Mbps aggregate throughput
- Frequency Ranges:  
5.3 GHz license-exempt,  
5.8 GHz license-exempt,  
5.3/5.8 GHz license-exempt, and  
23 GHz licensed
- Compliant with industry standards
- Network management through SNMP, HTTP, and Serial
- Point-to-point communications from less than 1 mile/km to more than 15 miles/24 km
- Built-in loopback, far-end monitoring, and private telephone network orderwire
- 2-year warranty

**proxim**  
WIRELESS NETWORKS

*Take your network further*



# Tsunami™ 100BaseT/F

**proxim**  
WIRELESS NETWORKS

## Product Specifications

PRODUCT	TYPE	MODEL NUMBER	FREQUENCY BAND	AGGREGATE THROUGHPUT	CHANNEL PLANS	THRESHOLD (BER=1X10 <sup>-5</sup> )	OUTPUT POWER (MINIMUM)	SYSTEM GAIN	DISTANCE (MILES/KM)
Tsunami 45	Single-band License-exempt	27750-51	5250-5350 MHz	93 Mbps	1 (A)	-79 dBm	+13 dBm	92 dB	<1 to >5/8
Tsunami 45	Single-band License-exempt	27710-51/2	5750.9-5798.9 MHz	93 Mbps	1 (A)	-79 dBm	+17 dBm	96 dB	<1 to >15/24
Tsunami 45	Licensed High-power	27400-51H	21200-23600 MHz	93 Mbps	24 (8 x A, B, C)	-77 dBm	+23 dBm	100 dB	<1 to >8/13
Tsunami 45	Licensed Low-power	27400-51L	21200-23600 MHz	93 Mbps	24 (8 x A, B, C)	-77 dBm	+17 dBm	94 dB	<1 to >5/8
Tsunami 100	Single-band License-exempt	28010-51/2	5725-58025 MHz	208 Mbps	1 (A)	-71 dBm	+16 dBm	87 dB	<1 to >5/8
Tsunami 100	Dual-band License-exempt	27720-51	5250-5350 MHz and 5725-5825 MHz	206 Mbps	1 (A)	-77 dBm	+10 dBm +17 dBm	87 dB	<1 to >5/8

## System

### Capacity

Tsunami 45	45 Mbps full duplex (+T1/E1)
Tsunami 100	100 Mbps full duplex (+2xT1/E1)

### Antenna Connector

N-Type female (license-exempt)  
WG Flange (UG-595) Integral (licensed)

### RF Attenuation Range

20 dB, minimum (license-exempt models)

### Maximum Receive Level

-30 dBm, error-free (license-exempt)  
-20 dBm, error-free (licensed)

### Latency

<500 µS

### Regulatory Compliance

FCC Part 15/Class B

### Network Management

SNMP, Telnet (100 Mbps models only),  
HTTP web browser

### Security

2<sup>nd</sup> security coding

### Data Interface

#### Ethernet Interface

100BaseTX/FX

#### Connector

RJ-45 female and Fiber SC

#### Compliance

IEEE 802.3, 802.3u, 802.3d

### Auxiliary Connections

#### Orderwire Handset

2-wire, RJ-11

#### VF Orderwire Bridge

600 ohm balanced, 4-wire, 0 dBm, DB9

#### Diagnostics Port

RS-232 (craft), DB9

#### Aux. Data Port

RS-232/RS-422,

#### (Clear Service Channel)

≤9.6K baud, DB9

#### Alarm Port

2 ea. Form C, 6 TTL, DB9

#### Test Points

Output power, near- and far-end RSL  
(license-exempt) Output power, near-end  
RSL (licensed)

### Wayside Channel(s)

T1 for 27710-51, 27750-51, 27400-51H/L  
2xE1 for 27710-52 (optional second E1  
occupies 2 Mbps of data bandwidth)  
2 x T1 for 27720-51  
2 x E1 for 28010-51/2

### Power/Environment

#### DC Power

±20 to ±63 Volts, <45 Watts (license-  
exempt), <95 Watts (licensed)

#### Optional AC Adapter

100-250 Volts, 50-60 Hz

#### Power Connector

6-pin barrier strip, plug-in

## Power/Environment (continued)

### Operational Temperature

-30° to 55° C (license-exempt IDU<sup>1</sup> &  
licensed ODU<sup>1</sup>), -5 to +50° C (licensed IDU)

### Humidity

0 to 95%, non-condensing

### Altitude

15,000 feet/4572 meters, maximum

## Physical Dimensions

### Indoor Unit (IDU)

#### Size (WxHxD)

17.2 x 3.5 x 14.5 inches (license-exempt,  
excludes 100 Mbps 5.8 GHz)  
43.7 x 8.9 x 36.8 cm (license-exempt,  
excludes 100 Mbps 5.8 GHz)  
17.2 x 1.75 x 14.5 inches (23 GHz licensed)  
43.7 x 4.4 x 36.8 cm (23 GHz licensed)  
17.2 x 3.5 x 14.5 inches (100 Mbps 5.8 GHz)  
43.7 x 8.9 x 36.8 cm (100 Mbps 5.8 GHz)  
11 lbs/5 kg (license-exempt)  
6.7 lbs/3.04 kg (licensed)

#### Weight

### Outdoor Unit (ODU; Tsunami 45 23 GHz licensed & Tsunami 100 5.8 GHz models only)

#### Size (WxHxD)

8.0 x 10.0 x 4.5 inches (23 GHz)  
9 x 13 x 5 inches (100 Mbps 5.8 GHz)  
20.3 x 25.4 x 11.4 cm (23 GHz)  
22.9 x 33 x 12.7 cm (100 Mbps 5.8 GHz)  
11.4 lbs/5.17 kg (23 GHz)  
20 lbs/9 kg (100 Mbps 5.8 GHz)

#### Weight

## Mounting (Installation)

### EIA Rack Mount

19 inch/48.2 cm, 2 rack unit  
(license-exempt)  
10 inch/25.4 cm, 1 rack unit  
(23 GHz licensed)  
(mounting brackets supplied)

## Frequency Channel Plans

Model Number	Channel Plan	Frequency
27750-51	A1/A2	5275/5325 MHz
27710-51/2	A1/A2	5750.9/5798.9 MHz
27400-51H/L	A1/A2	21225-21575/22425-22775 MHz
27400-51H/L	B1/B2	21625-21975/22825-23175 MHz
27400-51H/L	C1/C2	22025-22375/23225-23575 MHz
28010-51/2	A1/A2	5725/5825 MHz
27720-51	A1/A2	5300/5775 MHz

<sup>1</sup>ODU=Outdoor Unit (for 45L 23 GHz Licensed & 100 Mbps 5.8 GHz only), IDU=Indoor Unit

**proxim**  
WIRELESS NETWORKS

Proxim Corporation tel: 800.229.1630  
935 Stewart Drive tel: 408.731.2700  
Sunnyvale, California 94085 fax: 408.731.3675

©2002 Proxim Corporation. All rights reserved. Tsunami, Proxim and the Proxim logo are trademarks of Proxim Corporation. All other names mentioned herein are trademarks or registered trademarks of their respective owners. Specifications are subject to change without notice.

TD3-0303

This Service Agreement (the "Agreement") is entered into as of this 30th day of January, 2004 (the "Effective Date"), by and between CONTERRA, LLC ("CONTERRA"), a company organized under the laws of the State of South Carolina, with its principal place of business located at 1331 Elmwood Avenue, Suite 100 A, Columbia, SC 29201, and Florence County School District No. 3 ("CUSTOMER"), with its District Offices located at 125 S. Blanding St., Lake City, SC 29560. This Agreement sets forth the terms and conditions under which CONTERRA will install specific hardware components and provide certain Telecommunications Services (the "Service") for the CUSTOMER and CUSTOMER'S employees, agents, students and assigns. Hardware components, their installation location(s) and services are further defined in Attachment 'A' to this Agreement, which becomes an integral part of the Service Agreement.

This Agreement explains important details concerning the Service and outlines the CUSTOMER'S obligations pursuant to establishing and maintaining the on going specified Service for the term specified by the Agreement.

### TERMS AND CONDITIONS

#### 1. Acceptance of this Agreement.

- (a) By signing this Agreement, or by utilizing CONTERRA's Service, CUSTOMER accepts this Agreement, together with all of the policies attached hereto or referenced herein, and agrees to abide by its terms and conditions as they may be amended from time to time.
- (b) The parties acknowledge and agree that this Agreement is contingent upon CUSTOMER obtaining e-rate funding for this project from the Schools and Libraries Division of the Universal Services Administrative Company ("SLD").

#### 2. The Service, Installation and Access.

- (a) The Service. Subject to, and in accordance with the terms and conditions of this Agreement, CONTERRA will provide to CUSTOMER at CUSTOMER'S designated locations, the Service as defined in attachment 'A' of this agreement.
- (b) Installation. CONTERRA, its agent(s) or contractor(s) will schedule one or more installation visits with the CUSTOMER. CUSTOMER or it's appointed representative must be present at the installation premise(s) during an installation to be performed by CONTERRA. CONTERRA assumes no liability for files, data or other information that may be lost on CUSTOMER'S computer system during the installation process, and CUSTOMER agrees to hold CONTERRA harmless for all such lost files, data and other information. After installation and during the term of this Agreement, CUSTOMER shall provide CONTERRA with reasonable access to CUSTOMER'S premise(s) to inspect, repair and maintain CONTERRA's Equipment. Upon termination or expiration of this Agreement, or disconnection of the Service, CUSTOMER shall be obligated to return the Equipment to CONTERRA or to provide CONTERRA with access to CUSTOMER'S premise(s) to recover the installed equipment. CONTERRA shall not be held liable for, nor will CONTERRA restore or reconfigure the CUSTOMER'S new or existing network components after de-installation.

#### 3. CONTERRA Service Levels, Support and Maintenance

- (a) Availability Commitment. Conterra will strive to maintain Service availability for the Customer 100% of the time, exclusive of:
  - i. Outages not reported to Conterra by Customer within five (5) days of occurrence.
  - ii. Outages less than one hour in duration.
  - iii. Outages attributable to Conterra's scheduled network maintenance.
  - iv. Outages attributable to related telephone company circuits (whether ordered by Conterra or Customer).
  - v. Outages resulting from Customer's applications, equipment, or facilities.
  - vi. Acts or omissions of Customer or any user of Customer's equipment or account.
  - vii. Any Force Majeure.

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- At Customer's request, Conterra will calculate the "unavailability percentage" of the Service in any calendar month based upon the number of minutes of unavailability in the month divided by the total number of minutes in the month. Conterra shall credit to Customer's account as a refund that portion of the monthly access charge proportionate to the unavailability percentage.
- (b) Latency Commitment. Conterra's goal is for round-trip transmissions between designated end-points to average 50 milliseconds or less each day except for reasons of force majeure. Latency is measured by averaging sample measurements taken during a day between Hub Routers. For each day during a calendar month for which Conterra fails to satisfy its Latency Commitment, Conterra shall credit to Customer's account as a refund a proportionate part of the monthly access charge.
- (c) Customer Reporting Commitment. Conterra will provide Customer at least 48 hours advance notice of scheduled outages for Network maintenance. The standard weekly maintenance window is Monday through Sunday from 1 AM to 6 AM local time. Notice of other scheduled Maintenance outages will be provided to Customer's designated point of contact by telephone, e-mail, fax, or pager as elected by Conterra.
- (d) Bit-Error Rate Commitment. Conterra's Network bit-error rate between designated end-points shall average  $10^{-13}$  or less each day except for reasons of Force Majeure. Error rate is measured by industry accepted methods and measured during a calendar day between designated end-points. For each day during a calendar month for which Conterra fails to satisfy its Bit Error Rate Commitment, Conterra shall credit to Customer's account as a refund a proportionate part of the monthly access charge.
- (e) Credit Limit. In no event shall Customer's total credits for any calendar month exceed the access charge for that month.

Except for the foregoing commitments, CONTERRA does not make any representations regarding interruptions nor does it guarantee uninterrupted service. CONTERRA will not be responsible for any interruption in service due to, and including, without limitation, reasonable maintenance or repairs, occasional failures or downtime, force majeure, or reasonable needs of CONTERRA.

CONTERRA shall, at its option and convenience, repair or replace any CONTERRA owned Equipment not functioning in accordance with CONTERRA'S published specifications. CONTERRA does not provide technical support, maintenance, repair or installation service for Customer's software, hardware or equipment unless CONTERRA, in its sole discretion, agrees to do so in a separate written contract. CONTERRA will provide customer support for use of the Service only as, when and to the extent, CONTERRA deems appropriate from time to time in its sole discretion. Support will be available on a commercially reasonable basis via telephone, via electronic mail or at the CONTERRA Internet Site. Telephone numbers for such customer support are posted on the CONTERRA Internet Site and are included in Section 7 of this Agreement. If CUSTOMER'S use of the Service supplied by CONTERRA requires that CONTERRA visit CUSTOMER'S Site for assistance, repair, installation or connection, CONTERRA shall be entitled to charge its then prevailing rates and costs for such visit, and CUSTOMER agrees to pay CONTERRA for such charges. CONTERRA does not undertake to correct or repair, and shall have no responsibility for the correction or repair of, software, hardware or equipment that it does not supply. CONTERRA will undertake reasonable network management, traffic analysis, operational procedures and user policies that endeavor to provide appropriate bandwidth at all times.

4. **CUSTOMER'S Obligations.**

(a) Payment

- i. Installation Fee. Upon successful turn up of the Service, CONTERRA will invoice CUSTOMER a "net discounted installation fee" equal to the Installation Fee, as defined in Attachment A, discounted by the percentage amount of the CUSTOMER'S E-Rate discount for the current SLD Funding Year as shown on the SLD Funding Decision Commitment Letter, or shown on the CUSTOMER'S Form 471 application if not yet funded.
- ii. Monthly Service Fee. CONTERRA will invoice CUSTOMER each month in advance for a "net discounted monthly service fee" equal to the Monthly Service Fee discounted by the

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- percentage amount of the CUSTOMER'S E-Rate discount for the current SLD Funding Year as shown on the SLD Funding Decision Commitment Letter, or shown on the CUSTOMER'S Form 471 application if not yet funded.
- iii. Collection of SLD Funds. CONTERRA will be responsible for collection of the SLD discount from SLD by the filing of FCC Form(s) 474 Service Provider Invoice.
  - iv. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ONLY THE NET DISCOUNTED FEES AS CALCULATED IN ITEM 4.(a)i. AND ITEM 4.(a)ii. ABOVE.
  - v. Cancellation of Service. If CUSTOMER cancels the Service for any reason, CONTERRA will not be required to refund to CUSTOMER any portion of the monthly charge paid or owed by CUSTOMER for the month in which cancellation occurs.
  - vi. Failure to pay. If CUSTOMER fails to pay the monthly charges within thirty (30) calendar days of the due date, CONTERRA may impose a late fee, or disconnect the Service, or both, in its discretion. CONTERRA may also charge a service fee for all returned checks. CUSTOMER agrees to pay CONTERRA for such late fees and service fees.
  - vii. Re-connect and Re-installation fee. If CUSTOMER disconnects the Service or if CUSTOMER'S Service is disconnected due to nonpayment or other breach of this Agreement, and if CONTERRA agrees to reconnect the Service, CUSTOMER may be charged a fee for reconnecting and reinstalling the Service. CUSTOMER agrees to pay CONTERRA for such fees.
  - viii. Charges for other services or goods. From time to time CUSTOMER may decide to select additional services or purchase additional goods offered by CONTERRA or by third parties. The monthly fee does not cover such services and goods, and the CUSTOMER will be charged separately for them. CUSTOMER agrees to pay for such other services and goods.
- (b) E-Rate Applications. CUSTOMER shall, in good faith, use its best efforts to obtain and maintain E-Rate funding throughout the Term of this Agreement.
  - (c) CUSTOMER'S Online Conduct and Use of the Service. As a condition of this Agreement, CUSTOMER agrees to use the Service in accordance with the terms and conditions of this Agreement and the CONTERRA Acceptable Use Policy posted on the CONTERRA Internet Site and incorporated herein by this reference (the "CONTERRA Acceptable Use Policy"). CUSTOMER understands that CONTERRA has the right and need to enforce these terms and conditions as well as the CONTERRA Acceptable Use Policy in its sole discretion. In the event of a violation by the CUSTOMER, CONTERRA may, singly or in any combination, issue a warning, suspend or terminate CUSTOMER'S Service. CONTERRA has no obligation to notify CUSTOMER prior to taking any such actions. CONTERRA reserves the right, but has no obligation, to monitor compliance with, and investigate violations of, this Agreement and the CONTERRA Acceptable Use Policy. Such right includes, but is not limited to, monitoring bandwidth and gathering information from the CUSTOMER. CUSTOMER agrees CONTERRA shall not be liable to the CUSTOMER for any of its actions taken to enforce this Agreement and CONTERRA's Acceptable Use Policy.
  - (d) Responsibility for security of CUSTOMER'S Information provided via the Internet. From time to time, the CUSTOMER (or the Customer's employees, agents, students and assigns) may decide to visit various third party Web sites, or to order products or services from third parties, when CUSTOMER accesses the Internet. We recommend that CUSTOMER use good common sense when providing CUSTOMER'S credit card, and any other descriptive information about the CUSTOMER'S self, available to others on the Internet. CUSTOMER agrees CUSTOMER is solely responsible for the security of CUSTOMER'S credit card and other information from unwanted charges or use.
  - (e) Current address and information. CUSTOMER is required, and agrees, to keep CONTERRA notified in a timely manner of any changes in the information CUSTOMER provides to CONTERRA, including information provided when CUSTOMER initiates use of the Service. Of particular importance is the need for CUSTOMER'S current address so that CONTERRA may contact CUSTOMER if needed.

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- (f) No reselling or redistribution of Service. CUSTOMER agrees not to use the Service as an Internet service provider or for reselling, redistributing or licensing access to the Service without prior written consent from CONTERRA.
- (g) Theft of Service. CUSTOMER may not use any service offered by CONTERRA for which CUSTOMER does not have an active account. If such activity is discovered, CONTERRA may pursue all of its remedies, including, without limitation, by charging for such additional use.
- (h) Assignment or sharing of Service. CUSTOMER may not resell, share, sublicense or otherwise distribute the Service, or any portion thereof, to any third party without the prior written consent of CONTERRA.

5. **CUSTOMER'S Warranties, Representations and Indemnification.**

- (a) Warranties and Representations. CUSTOMER warrants and represents that CUSTOMER will use the Service only for the originally intended purpose(s), in accordance with this Agreement and applicable law, and CUSTOMER will make all payments required herein.
- (b) Indemnification. CUSTOMER agrees to indemnify and hold harmless CONTERRA, its subsidiaries and affiliates, assigns and the shareholders, officers, directors, employees, contractors, agents and representatives of CONTERRA and its subsidiaries and affiliates (together "CONTERRA Indemnitees") against any and all costs, claims, liabilities or expenses any of the CONTERRA Indemnitees may incur as a result of, or arising out of, or related to:
  - i. CUSTOMER'S breach of this Agreement or of CUSTOMER'S warranties and representations made herein.
  - ii. CUSTOMER'S willful, negligent, tortious or criminal acts or omissions.
  - iii. Any improper use of CUSTOMER'S password, name or user name.
  - iv. CUSTOMER'S violation of any third party's rights.

In the event of any claim, which, if true, would be subject to indemnification hereunder, CONTERRA or the affected CONTERRA Indemnitees shall notify CUSTOMER and CUSTOMER shall cooperate in their defense at CUSTOMER'S sole cost and expense. As part of CUSTOMER'S indemnification obligations, CUSTOMER agrees to reimburse CONTERRA for any costs it incurs, including complaint fees charged by jurisdictional authorities, network or service providers, and investigation expenses, due to complaints filed regarding CUSTOMER'S activity (or activity for which CUSTOMER is responsible) in using the Service.

- 6. **Ownership of Equipment, Hardware and Appurtenances.** The Equipment, Hardware and Appurtenances (to include, but not limited to, radios, antennae, support structures, poles, braces, hangers, racks, cabinets, protection devices, cabling, etc.) to be located on CUSTOMER premises by CONTERRA under this Agreement are, and shall remain, the property of CONTERRA. Additionally, these items must be returned to CONTERRA in good and working condition upon the termination or expiration of this Agreement, or the disconnection of CUSTOMER'S Service. CUSTOMER must use reasonable care to avoid damaging any and all equipment and hardware components of the installation, and agrees not to alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with any of the same. If all equipment, hardware and appurtenances are not returned to CONTERRA in good and working condition within fifteen (15) calendar days after termination or expiration of this Agreement, or disconnection of CUSTOMER'S service, CONTERRA shall have the right to charge CUSTOMER for all costs associated with repossession of same. Additionally, CUSTOMER shall be responsible for all costs of repair or replacement of items returned damaged or in poor working condition due to CUSTOMER'S negligence or failure to properly care for said equipment, hardware or appurtenances.

7. **Contact Us.**

- (a) Notices. All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered (including by means of a messenger service), or (2) by United States first class mail postage prepaid (registered or certified) return receipt requested, or (3) when

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delivered (and receipted for) by an overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement.

- (b) Billing Information, Questions or Concerns. If CUSTOMER has questions or concerns or simply would like more information about the costs CUSTOMER might incur in using the Service or with CUSTOMER'S particular account, please contact us at: 803.933.0877
- (c) General Information. For general information about CONTERRA and CONTERRA's services, please visit the CONTERRA Internet Site ([www.conterra.com](http://www.conterra.com)) or contact us at: 803.933.0877
- (d) Customer Support and Service. For customer service and support, please contact us at: 803.933.0877

- 8. **CUSTOMER'S Privacy and Personal Information.** CONTERRA considers every CUSTOMER'S privacy to be very important, and CONTERRA wants to be sure the CUSTOMER is aware of and agrees to the way in which CONTERRA might use personal information about the CUSTOMER. CUSTOMER hereby agrees to CONTERRA's Privacy Policy, in which CONTERRA details the ways that CONTERRA might utilize personal or business information belonging to the CUSTOMER.

- 9. **Disclaimers and Limitation of CONTERRA's Liability.**

- (a) CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE SERVICE, SOFTWARE, DATA AND ANY OTHER SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY CONTERRA UNDER THIS AGREEMENT ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE USE OF THE SERVICE, THE INTERNET, AND ANY SOFTWARE OR EQUIPMENT PROVIDED BY CONTERRA IS AT CUSTOMER'S SOLE RISK. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT ANY AND ALL CONTERRA SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED. CONTERRA MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON CUSTOMER'S PARTICULAR COMPUTER, NETWORK OR COMPUTER SYSTEM. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT CONTERRA SHALL HAVE NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO CUSTOMER'S COMPUTER OR NETWORK SYSTEM, DATA, INFORMATION OR EQUIPMENT. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT CONTERRA HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, DATA, INFORMATION, PROGRAMS OR OTHER MATERIAL THAT CUSTOMER MAY USE WITH OR ACCESS USING THE SERVICE. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT IS SOLELY THE CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL CONTERRA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE INSTALLATION, USE, MAINTENANCE, FAILURE, REMOVAL OR OPERATION OF THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY CONTERRA, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CONTERRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER AND IN SUCH STATES OR OTHER JURISDICTIONS CONTERRA'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

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- (b) SUBJECT TO THE FOREGOING, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT CONTERRA'S MAXIMUM LIABILITY TO CUSTOMER UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE SERVICE WILL BE THE AGGREGATE AMOUNT CUSTOMER HAS ACTUALLY PAID TO CONTERRA FOR THE SERVICE. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CONTERRA HAS SET ITS PRICING FOR THE SERVICE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE.
10. **CONTERRA is not responsible for Third Party Content, Sites, Services, Products or Unauthorized Access to CUSTOMER'S Communications.**
- (a) **Unauthorized Access.** As may be knowingly or unknowingly, intentionally or unintentionally, allowed for by the CUSTOMER, CONTERRA's network may be used by various users to access a variety of services. Neither the network nor the Internet itself provides security against unauthorized access. Others may access or monitor CUSTOMER'S activity and conduct while CUSTOMER is using the Service. CONTERRA is not responsible for any unauthorized access to the data, files, transmissions, and communications sent to or from CUSTOMER or for unauthorized access to CUSTOMER'S computer(s) or other Network Components. CONTERRA does not provide any type of security system, either hardware or software, to CUSTOMER for the purpose of preventing unauthorized access or infection by a computer virus. CUSTOMER expressly understands and agrees that CUSTOMER is solely responsible for the security of any computer or other device with which CUSTOMER connects to the Service, and any data, programs or information stored on that device. If CUSTOMER chooses to run applications from CUSTOMER'S computer system that permits others to gain access to it, CUSTOMER must take appropriate security measures.
- (b) **Bugs, Trojan horses, viruses and similar problems.** CUSTOMER expressly understands and agrees that CONTERRA is not responsible for any bugs, viruses, Trojan horses or other damaging attributes that may be found in any software installed on CUSTOMER'S computer, that CUSTOMER downloads from the Internet, or that gains access to CUSTOMER'S computer through the Service.
- (c) **Third party services, products and content.** CUSTOMER expressly understands and agrees that while CONTERRA supplies access to the Internet, it is not responsible for the services or products offered by others on the Internet, nor is CONTERRA the publisher of any information on the Internet that is provided by others, including, without limitation, other users on bulletin boards, in chat rooms and similar venues. CONTERRA makes no commitment to review, monitor or filter and does not endorse or otherwise vouch for any service, product, information, programs, data, or content sent, accessed, offered or advertised over the Internet or otherwise made available to CUSTOMER by any individual, information provider, or on-line service or content provider (other than CONTERRA).
11. **Term and Termination.**
- (a) **Service Term.** The term of Service under this Agreement (the "Term") shall begin when installation is completed and, unless earlier terminated as hereinafter provided, expire on the 30th day of June, 2009. Prior to the expiration date of the customer's payment period, the customer may select a new payment period at the then current rate. If no new payment period has been selected prior to the expiration date, customer's rate will be converted to the then current month-to-month rate. Customer acknowledges and agrees that the pricing of services under this Agreement reflects the Customer's commitment to the foregoing Service Term. Consequently, Customer agrees that Customer shall not have the right to terminate this Agreement prior to the Expiration Date for any reason whatsoever, except as follows below.
- (b) **Termination by Customer for Loss of E-Rate Funding.** The parties acknowledge and agree that this Agreement is contingent upon CUSTOMER filing for and obtaining e-rate funding for this

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project from the Schools and Libraries Division of the Universal Services Administrative Company ("SLD"). If e-rate funding for this project is not approved by SLD, Customer will be under no further obligation to proceed with this Agreement and will face no financial penalties for terminating this Agreement by providing prompt written notification of such occurrence to CONTERRA. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received, without penalty or expense to CUSTOMER of any kind whatsoever; provided, however, that CUSTOMER will remain liable to CONTERRA for any payments attributable to periods for which E-Rate Program funds have been committed

- (c) Termination by Customer for Loss of Other Funding. The parties further acknowledge and agree that although Customer has sufficient appropriations and other funds available, at the time of application for SLD funding, to budget payment of Customer's net discounted monthly service fee (as defined in Section 4, paragraph (a) item i and paragraph (a) item ii); future budget cuts from education funding sources such as State and Local Government agencies could jeopardize the ability of Customer to provide local funding support for future E-rate applications, or to pay Customer's net discounted monthly service fee. Should the foregoing occur, Customer will be under no further obligation to proceed with this Agreement and will face no financial penalties for terminating this Agreement by providing prompt written notification of such occurrence to CONTERRA. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received, without penalty or expense to CUSTOMER of any kind whatsoever.
- (d) Termination by Customer. If Conterra fails to substantially provide the Service as Warranted, or otherwise breaches this Agreement and such breach shall remain uncured for more than thirty days after Customer gives Conterra written notice of such breach, Customer may terminate this Agreement by written notice to Conterra.
- (e) Termination by Conterra. If CUSTOMER breaches this Agreement, and following a minimum thirty (30) day written notice being properly served upon the CUSTOMER, CONTERRA reserves the right in its discretion to suspend or terminate this Agreement and to disconnect the Service, in whole or in part, with just cause as provided for by this agreement, and providing the cause has been fully declared to the CUSTOMER, allowing the CUSTOMER the same thirty (30) days to cure said cause.
- (f) Termination of Agreement in Order to Seek Alternate Services. In no event will Termination under the language of Section 11(b), Section 11(c) or Section 11(e) be construed to permit or allow CUSTOMER to acquire, from another Service Provider, services that are similar to the Service provided under this Agreement.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina without regard to its conflict of laws principles.

13. **Disputes.** CUSTOMER agrees all disputes, controversies, or differences that may arise between the parties out of or in any manner relating to or in connection with the Service or this Agreement, or the breach thereof, shall be submitted to and settled by binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Any arbitration proceeding shall take place in Richland County, South Carolina, without regard to South Carolina's conflict of laws rules. No demand for arbitration or action of any kind or nature arising out of this Agreement or out of any use of the Services by CUSTOMER, can be brought by a party more than one year after the date on which the cause of action first arises. Judgment upon the award rendered by the arbitrator may be entered in, and enforced by, and each party to this Agreement submits to the exclusive jurisdiction of, the state and federal courts sitting in Richland County, South Carolina and each party waives any jurisdictional, venue, or inconvenient forum objections to such courts. CUSTOMER hereby agrees that CUSTOMER will bring any such dispute singly and not in combination with claims of other individuals. In any arbitration proceeding or action to enforce the arbitrator's award, the prevailing party will be entitled to costs and attorneys' fees.

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14. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement is CUSTOMER'S entire agreement with CONTERRA and is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the CONTERRA Indemnified Parties. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.
- (b) **No Assignment.** CUSTOMER may not assign this Agreement and CUSTOMER'S rights and obligations under this Agreement may not be assigned in whole or in part without CONTERRA's prior written consent. CONTERRA may freely assign this Agreement.
- (c) **Site Specific Service.** The Service is provided to the Site initially selected by CUSTOMER. CUSTOMER may not transfer the Service to another location without CONTERRA's prior written consent (even if CUSTOMER moves to a new place of business).
- (d) **Information Availability.** CONTERRA shall have no obligation to make any specific information, data, service, programs, Newsgroups or other material available through the Service and may block any such material in its sole discretion.
- (e) **Policies.** CONTERRA's Privacy Policy, Acceptable Use Policy and other policies set forth on the CONTERRA Internet Site from time to time are incorporated herein by reference and are an integral part of this Agreement.
- (f) **Remedies Non-exclusive.** Wherever a remedy is expressly provided to CONTERRA hereunder, such remedy is intended to add rather than to restrict all of CONTERRA's remedies in law and equity.
- (g) **No Waiver.** If CONTERRA fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by CUSTOMER. Any waiver must be in writing and signed by CONTERRA.

BY SIGNING BELOW, I AUTHORIZE INSTALLATION AND ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ALL OF THE PRECEEDING TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND THE POLICIES INCORPORATED HEREIN BY REFERENCE.

CONTERRA, LLC

FLORENCE COUNTY SCHOOL DISTRICT NO. 3

By: Bobby Carter

By: Beth M. Wright

Bobby Carter  
Print Name

Beth M. Wright  
Print Name

General Manager  
Title

Superintendent  
Title

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## ATTACHMENT A

## SCOPE OF WORK

Description of Services

100 Megabit per Second Wireless Wide Area Network Service between the following CUSTOMER premises:

Service Locations (Site names and addresses)

District Office	Lake City, SC
Lake City High School	Lake City, SC
Lake City Elementary School	Lake City, SC
Main Street Elementary School	Lake City, SC
Ronald E. McNair Middle School	Lake City, SC
J. Paul Truluck Middle School	Lake City, SC
J. C. Lynch Elementary School	Coward, SC
Olanta Elementary School	Olanta, SC
Scranton Elementary School	Scranton, SC

Installation Fees

\$69,500.00

Monthly Service Fees

\$9,469.00

Proposed Turn Up Date: July 1, 2004

CUSTOMER equipment requirements:

TBD

CUSTOMER demarcation point:

TBD

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**ATTACHMENT A**  
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**Wide Area Network Configuration Diagram**

See Attached Drawing

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